THE ELECTION OF A UNION-ENDORSED SCHOOL BOARD MAJORITY AND CHANGES IN THE BALANCE OF POWER AMONG SUPERINTENDENTS, SCHOOL BOARDS, AND TEACHER UNIONS

Ву

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I dedicate this study to my family: to Rebecca Youngstrom Lovely, my wife, who has provided encouragement and patience; to my children, Emily Esther and Craig Austin Lovely, who bring joy to me each day; to Stella Hayes Lovely, my mother, who taught me perseverance; to Edna Strickland Hayes, my grandmother, whose wisdom extended well beyond her eighth grade education; to Ralph and Francine Youngstrom, my in-laws, who accepted and supported me as a member of their family; and to my uncle, O. C. Hayes, who, by example, has guided my educational career.

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The dual thrust of collective bargaining and political activity has brought about the concern that school boards have been forced by legislatures to share decisional powers with teacher unions which are not subject to public control or accountability for their positions. There is further concern school boards have reacted to political pressure, and thus more and more control of the educational system has shifted to teacher unions.

The focus of this study was the impact of the election of union-endorsed school board majorities within selected Florida school districts upon the balance of power as reflected in changes in collectively bargained contracts and allocations for teacher compensation and the perceptions of the parties involved about the changes.

Data were collected from three Florida school districts with union-endorsed school loard majorities and three paired, comparable districts without union-endorsed board majorities. In those districts with union-endorsed board majorities, selected collectively bargained contract clauses and levels of expenditure for teacher compensation existing prior to and after the change in status were compared. Board and union negotiators were interviewed for their perceptions of the changes. The perceptions of board chairpersons, superintendents, and union presidents regarding power shifts were studied. Changes in language and compensation were compared to language and compensation in paired, comparable districts.

It was concluded that (a) changes in the balance of power occurred in the direction of the unions as reflected in contract clause changes; (b) reallocations of revenue for compensation occurred; however, these were not a direct result of the elections of union-endorsed board majorities; (c) union negotiators tended to perceive contract clause changes as favoring the unions; (d) neither board nor union negotiators tended to perceive the reallocations of revenue for teacher compensation as reflecting changes in the balance of power; (e) most superintendents did not perceive power balance shifts; (f) board chairpersons and union presidents perceived shifts, but differed as to the direction; and (g) interviewees perceived that unions hoped to make gains during negotiations as a result of the election of union-endorsed school board majorities.

CHAPTER I INTRODUCTION

Background and Justification

Historically public schools have been directed and controlled at the local district level by elected or appointed lay officials. These governing bodies have been indirectly controlled by or directly answerable to the public (Summers, 1976, p. 2). This reliance on lay control for setting educational policy has been challenged and modified with the growth and expansion of the American school system. Raymond E. Callahan stated, "Until recently, the struggle to determine policy within schools has primarily been a struggle between school boards and superintendents-teachers have not been involved" (1966, p. 16). Many feel, however, that with the advent of collective bargaining and increased teacher militancy, the struggle for control of educational policy has intensified, and that profound changes in the traditional control of education have taken place.

In the early 1800s the office of superintendent was created; boards began to turn over some of their functions to this professional administrator (Callahan, 1975, pp. 20-21). It was not until the 1890s that the first serious challenge to lay authority occurred. This challenge began with the publication of the Draper Report in 1895 in which it was recommended that boards be appointed and limited to the legislative function, while control of the schools be left to competent educational experts (Callahan, 1975, pp. 29-30). Though this effort

failed, in 1916 Ellwood P. Cubberley in <u>Public School Administration</u> repeated the basic recommendations of the Draper Report but with one exception: that boards be elected in city-wide elections so as to remove them from partisan politics. He also recommended that boards be small, function as a committee of the whole, serve as legislative bodies, turn over the executive function to the superintendent and his/her staff, and serve without pay (Cubberley, 1916, p. 93). Over the next decade school boards moved in the direction that Cubberley had recommended (Callahan, 1975, p. 38).

George S. Counts (1927) conducted a study of the social composition of school boards. This followed charges by labor leaders and union sympathizers that public schools were controlled by the employing class and that labor was not represented. Counts found that boards were made up predominantly of business and professional people. In reference to city, state, and college boards, he stated the following:

The persons who are chosen for membership on the more powerful boards of education are those who have attended our secondary schools and colleges and occupy the privileged positions in society. The occupations which they most frequently represent are those of the merchant, the lawyer, the banker, the manufacturer, and the physician. From the ranks of the less favored classes few members are chosen. (p. 83)

He also recommended that some type of system of proportional representation be introduced so that bodies of opinion which were not represented on boards would be included (p. 96).

Lay control and lay board members' interference with professional staff's work became heated issues in 1933, when Charles H. Judd, Dean of the School of Education, University of Chicago, called for the abolishment of school boards and the handing over of control of schools to superintendents. His proposal caused quite a stir among educators, but he received little support (Callahan, 1975, p. 39).

In 1938 the Educational Policies Commission published <u>The Structure</u> and Administration of Education in American Democracy. This commission in the report repeated Cubberley's recommendations concerning school boards, but the author of the report, George Strayer, also added another recommendation. He recommended that teachers be given a voice in setting educational policy (p. 67). Most of the recommendations of the report for board organization and function were accepted and adopted throughout the country. However, the recommendation concerning a voice for teachers in the formation of educational policy was not adopted.

School boards have traditionally had exclusive power to make policies concerning personnel to be hired, wages, hours, and other terms and conditions of employment (Summers, 1976, p. 3). Many authors agree that with the advent of collective bargaining, constraints have been placed upon school boards' administrative discretion and educational policy prerogatives (Corwin, 1975; Eberts & Stone, 1986; Kimbrough & Nunnery, 1988; McDonnell & Pascal, 1979; Moskow, 1966; Perry, 1979; Summers, 1976; Usdan, 1975; Wiles & Bondi, 1985). Teachers through their national, state, and local unions now help determine much of what used to be determined by local school boards and administrators.

This brought about the argument that collective bargaining reduced the discretion of democratically elected officials and as a result diminished democracy. Summers (1976) felt that collective bargaining could not be grafted on to the system of lay control. He summarized his feelings with the following:

Under bargaining laws, some or all of the foregoing public decision-making powers (before then exclusively in public hands) were partially redistributed from the public and public employers to private unions and their members. The statutes legally obligate public employing bodies to share decisional powers with entities not subject to the control of or accountable to the public for the positions they take. (p. 4)

Collective bargaining for teachers is a relatively new process. Although researchers trace the beginning of teacher collective bargaining to 1946 in Norwalk, Connecticut, the process lay dormant until the 1960s (Dubel, 1977). The first significant collective bargaining agreement was negotiated in 1962 in New York City. Since that time, teacher collective bargaining has grown dramatically. In noting this growth, Myron Lieberman (1979) stated, "At least 32 states now provide teachers with bargaining rights, and a growing majority of teachers (60% or more) work pursuant to collective bargaining contracts" (p. 1).

As collective bargaining spread throughout the country, state legislatures generally enacted provisions that followed the National Labor Relations Act, but with one major exception. They omitted the right to strike (Zachary, 1976). With this came the need for alternative processes to resolve impasses when they occurred. The Florida Legislature followed this pattern.

Florida's Public Employees Relations Act (PERA) became effective on January 1, 1975. This law resulted in formal collective bargaining between school boards and public employee unions. By 1979 64 of 67 school districts in Florida had written, negotiated contracts. The remaining districts did not participate in negotiations (McHugh, 1979, p. 72). Florida's law, like most others, denied public employees the right to strike.

While prohibiting employees the right to strike, Florida's law includes an impasse provision under which a special master is appointed to make recommendations on items at impasse between the parties. A dispute is brought before the legislative body (the school board) when all or part of the special master's recommendations are rejected by

either party, or if agreement still cannot be reached. The school board, serving in its legislative role, then resolves the impasse by imposing a settlement it considers to be in the public interest, including the interest of the public employees involved (Florida School Laws, 1988, p. 497).

Unions resent the unequal bargaining position in which they are placed as a result of the combination of Florida's constitutional strike prohibition and the legislative body's ability to make the final decision at impasse (McHugh, 1979, p. 10). Examples of this resentment can be found in letters contained in the appendix of Report to the PERC Annual Special Master Conference on the Impasse Resolution Study (Public Employees Relations Commission, 1983). In Florida, as elsewhere, teachers discovered that what they could not obtain at the bargaining table could be attained through political action (Lieberman, 1981; McDonnell & Pascal, 1979).

With the passage of the Federal Elections Campaign Act of 1971 came the opportunity for teacher unions to establish political action committees and thus become deeply involved in the political process. The size of the two major teacher unions posed a formidable political force. William B. Castetter (1981) stated the following:

It has been observed that the nation's teachers and educators, together with their families, account for a larger segment of population than the historically powerful farm block. Both state and national teacher organizations have stepped into the political arena, using funds to support candidates favorable to their interests. (p. 428)

Eberts and Stone (1986) noted that by 1985 about 86% of public school teachers belonged to the National Educational Association (NEA) or the American Federation of Teachers (AFT). In the 1974 congressional campaign, the NEA and its affiliates contributed \$2.5 million to

candidates and the AFT added \$1 million more. In 1976 the NEA endorsed its first presidential candidate, Jimmy Carter, and became involved in hundreds of congressional races. A high percentage of those candidates it supported won (Donley, 1977, p. 46). The NEA's political action committees (PACs) contributed approximately \$3 million to state and local campaign efforts during 1976 (Methvin, 1978). The AFT contributed \$400,000 to the 1976 campaign efforts and its national affiliate, the AFL-CIO, raised several million dollars for political candidates.

The NEA sent 464 delegates and alternates to the 1980 Democratic convention in New York. The majority of these were pledged to President Jimmy Carter. It contributed approximately 500,000 teacher volunteers to the election (Neill, 1980). The AFT sent 101 pro-Kennedy delegates to the convention (American Teacher, 1980).

In the 15 years since the signing of Florida's Public Employees
Relations Act, teachers have become more politically active, and
expertise in collective bargaining has developed on "both sides of the
table." Political action funds have been collected by the AFT's state
affiliate, the Florida Education Association United, and the NEA's state
affiliate, the Florida Teaching Profession-National Education
Association. These rival organizations have at times acted in concert
on political issues pertaining to education. Both have been politically
active on the state and local levels.

McDonnell and Pascal (1979), in a study of noneconomic aspects of collective bargaining prepared for the National Institute of Education, found that while teachers have followed a dual strategy of bargaining collectively and acting politically, the "payoffs" have primarily come at the state level. More modest gains have been obtained at the local

level. Even so, political action at the local level is considered important.

Other studies have been conducted to explore the local political activity of teachers. Rankin and Wheeler (1977) explored board members' perceptions of the efforts in California to place teacher-supported candidates on school boards. They found that school board members perceived that one of the major motivations of the California Teachers Association (CTA) was to gain control of the board. They recommended that a study be done of school boards in which a majority of the members had been financially supported during their campaigns by the CTA.

Duffy (1975), in another study of the actions of the CTA, found that the involvement of teachers in local political action is seen as generally successful. Wiebe (1981) conducted a study in Oregon on the political behavior of teachers in school board elections. He found teacher voter turnout in school board elections was over 90%, a rate two to three times higher than the public-at-large. Eldridge (1982) in a study of teacher involvement in politics in Alachua County, Florida, found that teachers had become more politically active. She also concluded that further study needed to be done on the role of teachers' organizations in educational politics.

In a discussion on political interest groups, $Truman\ (1977)$ stated the following:

The institutions of government are centers of interest-based power; their connections with interest groups may be latent or overt and their activities range in political character from the routinized and widely accepted to the unstable and highly controversial. In order to make claims, political interest groups will seek access to the key points of decision within these institutions. (p. 39)

Through political involvement, teacher unions have done exactly this. Within the same work the authors called for research concerning the

sources of union power which affect bargaining outcomes and an analysis not only of wage outcomes, but other economic and noneconomic issues negotiated.

Hayes (1980) studied contract language and found that the balance of power as reflected in noneconomic negotiated clauses has shifted away from the board and toward the union. Other research in this area has dealt with teacher motivation for political activity, the scope of activity, and the perceived aims of that activity.

The focus of the research reported herein was to identify the impact the election of a union-endorsed school board majority had on the balance of power (i.e., the ability of one party to make another party move toward a position on an issue and to accept an agreement proposed by the party seeking the movement). Knowledge of this impact would allow school administrators and board members to understand more about any possible shifting of the balance of power and the resulting implications for the setting of educational policy. Thus they would be in a better position to make decisions on teacher demands in the political arena and at the bargaining table.

Statement of the Problem

The primary problem of this study was to investigate within selected Florida school districts the impact of the election of a union-endorsed school board majority upon the balance of power as reflected in collectively-bargained contracts with teachers, teachers' compensation as reflected in any change in the internal reallocation of revenue for salaries and fringe benefits of unit members, and the perceptions of the parties involved (superintendents, board chairpersons, union presidents,

and negotiators for both the union and the board). Selected comparisons with paired, comparable school districts without union-endorsed school board majorities was a secondary focus.

Specifically, answers to the following questions were sought for selected Florida school districts where there had been the election of a union-endorsed school board majority:

- 1. What changes, if any, occurred in the balance of power among school boards, appointed superintendents, and teachers' unions, as reflected in the comparison of selected clauses of complete teachers' contracts negotiated prior to and after the election of a union-endorsed school board majority?
- 2. How did the changes in contract language, if any, compare with the language contained in contracts for comparable years in like school districts without union-endorsed school board majorities?
- 3. What changes, if any, occurred in the internal allocation of district revenue related to teacher compensation after the election of a union-endorsed school board majority, as compared to the allocation of these same revenues prior to the election?
- 4. How did the changes in the internal allocation of district revenues, if any, compare with the allocation of district revenues during comparable years in like school districts without union-endorsed school board majorities?
- 5. What were the perceptions of the school board negotiator and the union negotiator in the districts with union-endorsed school board majorities regarding the changes, if any, in (a) contract language and (b) allocation of revenue?

6. What changes, if any, occurred in the power relationships as perceived by the board chairperson, superintendent, and union president as a result of the election of a union-endorsed school board majority?

Delimitations and Limitations

The following delimitations and limitations were observed when conducting the study:

- 1. The school districts were confined to three districts with union-endorsed school board majorities and three paired, comparable districts without union-endorsed board majorities. More specifically, in regard to the three districts with union-endorsed majorities (a) there had been the election of a union-endorsed school board majority since 1980, (b) this change was from a union-endorsed minority status, (c) an appointed superintendent of schools served as the chief executive of the districts, and (d) the school board negotiator and the union negotiator each had been a member of the negotiating teams for the period covered by the investigation and had signed both the contract negotiated prior to the election of a union-endorsed board majority and the next fully negotiated contract. The three comparable districts were chosen on the basis of size, district cost differential, tax value of one mill, and geographic location.
- The contracts were confined to those bargained between school boards and teacher unions after the effective date of Florida's Public Employees Relations Action (January 1, 1975) and ratified and approved for the 1985-1986 school year.

- 3. The following contract clauses were included: grievance definition, association rights, reduction-in-force, teacher rights, teacher dismissal, extra-duty assignments, and management rights. These were studied in the last complete contracts negotiated and approved prior to and after the election of a union-endorsed school board majority.
- 4. The financial allocation data were delimited to the annual financial reports on file in Tallahassee, compensation data supplied by district financial personnel, and information found in the University of Florida libraries for the two years prior to and the three years after the election of a union-endorsed school board majority. The same information was compiled for comparable districts.
- 5. In regard to perceptions of changes in the balance of power within the school districts with union-endorsed school board majorities, only the views of the school board chairperson, the superintendent, and union president were considered. Further, only the views of the school board negotiator and union negotiator were considered in regard to the changes in contract language and budgetary allocation.

Because there were variables which may have been unique to the situations studied, generalization of the results of the investigation was limited to the school districts studied during the period included in the study. Generalization of results was limited to the specific clauses studied, the reasons for change in clauses, annual financial reports studied, and the allocation of revenue resulting from the bargaining between the parties. Furthermore, recognizing that the recall of the board members, superintendents, and the negotiating

parties is subject to the passage of time, the study was limited by the accuracy of the perceptions of the persons interviewed.

Assumptions

For the purpose of the study, several important assumptions were made regarding the problem under investigation. It was assumed that any changes in the clauses selected for inclusion in the investigation would accurately reflect changes, if any, in the relationship between the school boards and teacher unions in the situations studied. It was further assumed that those individuals interviewed had knowledge of the situations studied and that the responses given were candid replies reflecting their true perceptions.

Definition of Terms

Association rights are those privileges reserved to the teachers association by contract provisions. Association rights generally include the right to union dues deductions, provisions for furnishing school district information to the union, time off for union representatives to conduct union business, and provisions for the use of school facilities.

<u>Balance of power</u> refers to that state which exists between two parties to a contract. Either party may exercise a greater total amount of control over the other party in the existing balance of power. When one party has the ability to influence another party to move toward a position on an issue and to accept an agreement proposed by the party seeking the movement, the balance of power shifts.

<u>Bargaining power</u> is the ability to secure another's agreement on one's own terms (Lieberman & Moskow, 1966, p. 287).

<u>Changes in relationships</u> are those substantive alterations in the balance of power in the school district between the school board and the teacher union. The change may be in favor of either party or to any degree (Hayes, 1980).

<u>Collective bargaining</u> refers to the process whereby employers and representatives of a group of employees meet in order to negotiate issues in good faith relating to terms and conditions of employment. The process requires the execution of a written contract incorporating the agreements reached by the parties.

<u>Compensation</u> includes the total instructional salary and fringe benefits as reflected in the annual financial report reported from a district to the state.

<u>Consideration</u> denotes something of value given by one party to another party in return for performance or the promise of performance in a contract (Haves, 1980).

Contract is the formal document which contains the agreement between the parties. The contract generally is limited to a specific time period, defines the terms and conditions of employment, reserves the rights of the employer, lists the rights of the employee union, and provides a procedure for the resolution of disputes arising from the contract. A contract may also be called an agreement. A contract must be formally adopted by both parties following the process of bargaining which led to the agreements (Hayes, 1980).

<u>Control</u> refers to the relative power of one of the parties to the contract over some action of the other party. It may be the authority to force compliance with specific clauses or the ability to influence the rights of the actions of the other party to the contract (Hayes, 1980).

<u>Dues deduction</u> refers to an organizational security clause whereby the employer deducts the organizational dues from payroll checks and the dues are then transmitted to the organization (Lieberman & Moskow, 1966). Florida's Public Employees Relations Act mandated this. School boards were permitted to charge the union for the actual cost of collecting the dues.

Extra-duty assignment denotes those activities which the school board or its administrators can require of teachers in addition to classroom teaching responsibilities. Extra duty may include: after-school meetings, parent-teacher conferences, lunch duty, bus duty, or hall duty. The assignments are those for which no additional salary or supplement is paid (Hayes, 1980).

<u>Grievance definition</u> refers to the contract clause which limits the use of the grievance procedure. The definition may be restrictive and permit the employee to grieve only alleged violations of the contract. The definition may be so broad as to include any term or condition of employment or any rule governing employer/employee relations (Hayes, 1980).

<u>Internal reallocation</u> is the transfer of funds from one category of a district's budget to another, so as to increase the percentage of money available for expenditures.

<u>Management rights</u> are those privileges reserved to the management or the school board. Management rights may be specifically spelled out in the contract or may be reserved as "all rights not otherwise abridged within the contract." Also known as management prerogatives, management rights generally include, as a minimum, the right to hire personnel, to schedule work, to maintain order and efficiency, to establish standards, to promote personnel, and to discharge personnel for cause (Hayes, 1980).

<u>Party</u> is one of the signatories to the contract. In the case of collective bargaining contracts, the parties are the employer (school board) and the employee group (teacher union) (Hayes, 1980).

<u>Politics of education</u> refers to the legal political activity which is intended to influence educational processes or decisions at the local or state level (Eldridge, 1982).

Reduction-in-force clause refers to a plan or procedure that details the mechanics of reducing the number of positions within the school district which can be filled by members of the teacher union.

Reduction-in-force clauses include both layoff and recall procedures (Hayes, 1980).

<u>School board</u> is that lay body in which the state has vested legal responsibility for administering the public school district. The term includes such common references as "board of education," "board of trustees," and "governing board" (Eldridge, 1982).

School board negotiator refers to the individual designated by the superintendent of the district to represent the school board in the collective bargaining process. In this research the term refers to an individual who signed the final agreement for the administrative team, whether the individual was the spokesperson at the time of this study or was a member of the team. The individual was to have been a part of the school board negotiating team for all contracts reviewed in the study.

<u>Teacher activism</u> is the active involvement of teachers or teacher unions in support of candidates for election to governmental offices in an attempt to influence legislative members and the legislative body's position on issues through whatever methods appear necessary to gain the desired result. <u>Teacher dismissal</u> refers to provisions in a contract relating to the nonrenewal of annual contract teachers and/or the discipline or dismissal of continuing contract or professional service contract teachers.

<u>Teacher rights</u> are those prerogatives reserved for individual teachers by contract provisions.

<u>Teacher union</u> is the exclusive bargaining group which represents the classroom teachers in the district in the process of collective bargaining with the school board (Hayes, 1980).

<u>Union-endorsed school board majority</u> refers to a majority of an elected school board endorsed by the teacher union prior to election.

<u>Union negotiator</u> is that individual designated by the president of a local union to represent the teacher union in the collective bargaining process. In this research the term means the contact person designated by the union president, whether the individual was the spokesperson at the time of this study or was a member of the team. The individual will have been a part of the union's negotiating team for all contracts reviewed in the study.

Union use of school facilities and services refers to such things as meeting space on school grounds, use of bulletin board space, use of teacher mail boxes in the school, inter-school delivery of union mail (using the internal mail system), use of school board facilities for reproduction of materials, and the provision of other support of the union, whether free or for a charge (Hayes, 1980).

Organization of Remaining Chapters

Contained in Chapter II is a review of the related literature.

Chapter III contains the procedures followed in conducting the study.

Chapter IV is the presentation of the results of the investigation of contract language, financial allocation, and opinions of the parties involved. Chapter V contains the conclusions and implications.

CHAPTER II REVIEW OF RELATED LITERATURE

The body of literature which has been written on the subject of teacher collective bargaining and its impact on education has increased dramatically since the first significant collective bargaining agreement was negotiated in 1962. This review of literature had two purposes. One was to identify the historical background surrounding the issue of control of education. The second purpose was to examine teacher political activism and its impact on collective bargaining and the control of education. These two purposes were partially covered in the Background and Justification section of Chapter I. This review is a continuation of that coverage.

The review is confined to literature from a computer search of relevant literature in the Educational Resources Information Center file, a review of related studies listed in <u>Dissertation Abstracts</u>

International, and an examination of published works. The review is organized in the following sections: Issues Concerning Control of Education, Collective Bargaining in Education, and Politics in Education.

Issues Concerning Control of Education

The Act of Massachusetts General Court in 1647 required town leaders to establish schools under "town control." This action established the concept of state authority for public schools. This also brought about the development of the nationwide network of public schools which replaced the church as the primary center for formal schooling (Kimbrough & Nunnery, 1988, p. 188). Until recently, the legal power and responsibility for providing and controlling education, although a state function, had been delegated to local authorities (Callahan, 1966, p. 16).

Historically public schools have relied on lay control (Summers, 1976, p. 2). At first school boards in cities were subservient to city councils or some other branch of city government, and boards were not able to function effectively (Gilland, 1935, p. 271). Because of partisan politics and the rapid growth of cities problems developed, Gilland (1935) stated, "The boards of education, elected on the basis of ward representation, were large and unwieldy" (p. 271).

In the early 1800s, as school systems became more complex, the office of superintendent was created (Callahan, 1975, p. 25). Zeigler and Jennings (1974) stated the following:

Theoretically his function was to implement the policies made by the school board. In practice, however, the superintendent eventually assumed much of the policy-making power of the school board in addition to his purely administrative duties. (p. 14)

This assumption of power did not come about without a struggle. At first superintendents were assigned clerical duties (Cubberley, 1916, p.

58). Lutz and Azzarelli (1966) commented on this lack of authority:

Even though by 1895 there was widespread agreement that the superintendent of schools was a desirable and even necessary official in a school system (for practically every city and an increasing number of smaller communities had actually appointed and were paying such a person), he had in most cases been given very little authority. (p. 19)

Eventually, administrators began to chafe under lay control. Callahan (1975) stated the following:

Despite the fact that many school boards had appointed this official, the evidence indicates that in many instances they were unwilling to give over any real authority. The result was that superintendents became increasingly unhappy over the situation and finally engaged in a showdown struggle with school boards in 1895. (p. 25)

In 1893 a committee of prominent school administrators, at the direction of the Department of Superintendence of the National Education Association, did a study to make recommendations on three problems: (a) the correlation of studies, (b) the training of teachers, and (c) the organization of city school systems. The subcommittee on the organization of city school systems was chaired by Andrew S. Draper, Superintendent of Schools, in Cleveland (Callahan, 1975, p. 28).

Professor Albert Bushnell Hart of Harvard University appeared before the Draper Committee. He asked for teachers to be given a voice in running the schools. When the Draper Committee gave its final report in February 1895, Professor Hart appeared at the Cleveland meeting to argue his case (Callahan, 1966, p. 30), but the committee did accept Professor Hart's proposal.

As earlier stated, this committee recommended that boards be appointed and limited to a legislative function. The job of the board was to be to direct the general policy of the school system. The system would thus be removed from partisan politics and separated from municipal control. Control of the school system would have been turned over to the superintendent and his or her staff (Callahan, 1975, p. 28).

During this period, these public administrators and others developed a doctrine which called for the separation of policy development (politics) and policy execution (administration) (Kimbrough & Nunnery, 1988, p. 258). This led to an emphasis on the policy development role of the lay board and the policy execution role for administrators (Kimbrough & Nunnery, 1988, p. 267).

Wirt and Kirst (1972) pointed out that the reform movement had as its major objective the isolation of the school system from the local urban governmental apparatus (pp. 6-7). Ziegler and Jennings (1974) concluded that reformers were successful in rending school districts autonomous from local government (p. 3). They stated, "The two aspects which are most susceptible to political influence--personnel selection procedures and financing--have been made structurally independent from other local governmental units in most instances" (p. 3).

In remarking about this period of reform, Kirst (1970) stated the following:

As these reforms occurred in the late nineteenth and early twentieth centuries the influence of educators-particularly the superintendent and other central administrators-was indeed markedly increased. While members of the central board of education now had virtually all authority over school affairs, they found the school system so large that they had to rely upon the policy recommendations of the superintendent and other central administrators. (p. 114)

Since this period of reform, superintendents have grown in influence.

Callahan (1966) stated, "Superintendents have been making more of the educational decisions year after year in the twentieth century" (p. 30).

Beginning with the 1960s a change took place. With the establishment of collective bargaining, many authors feel that constraints have been placed upon school boards' administrative discretion and educational policy prerogatives (Corwin, 1975; Eberts & Stone, 1986, McDonnell & Pascal, 1979; Moskow, 1966; Perry, 1979; Summers, 1976; Usdan, 1975; Wiles & Bondi, 1985). The question of democratic accountability for bargained decisions has been raised

(Lessinger, 1968; Lieberman, 1980; Lieberman, 1985; Summers, 1976).
Thomas M. Love and George T. Sulzner (1976) also voiced this concern:

One question that should be asked is whether the attempt to institutionalize collective bargaining procedures in government would, in effect, remove the public from any decisional role in a policy area that has a direct bearing on the lives of citizens. (p. 502)

Collective Bargaining in Education

Wiles and Bondi (1985) described the collective bargaining process, as it exists in many districts, in the following manner:

Collective bargaining is strictly an adversary process with both parties striving for advantage. Boards and teacher unions usually have outside assistance, usually an attorney, to represent them in the bargaining process. Negotiating teams on the board's side may consist of any combination of board members, chief school administrators including the superintendent, representatives of the administrative team, the board attorney, and other legal counsel. The union or professional teacher association may have a team of teachers, union or professional association officers, state and national union or association representatives, and legal counsel at the table. (p. 122)

Collective bargaining has become a way of life in American education. Though relatively new it has had a dramatic impact on the American education system (Mitchell, Kerchner, Erck & Pryor, 1981). The first significant collective bargaining agreement was negotiated in 1962 in New York City. Since that settlement, teachers' unions have grown to the point that teaching has become one of the most thoroughly unionized occupations in American society. Nearly 90% of the 2.2 million public school teachers belong to the National Education Association (NEA), the American Federation of Teachers (AFT), or one of a small number of independent unions (Finn, 1985).

Expertise on both sides of the table has developed since 1962.

Eberts and Stone (1984) commented on the maturity of contracts that has developed:

Teacher contracts have matured very quickly in the two decades of recognized bargaining. From the simple beginnings of negotiating only salary and certain working conditions, the scope of bargaining agreements has expanded into areas that traditionally have been administrative prerogatives. Teachers now set educational policy: control, to various degrees, personnel matters, including layoffs and promotions; participate in decisions regarding student assignment; and negotiate teacher/student ratios. (p. 38)

Lieberman and Moskow (1976) in commenting on bargaining power stated the following:

Anything that increases the teachers' cost of disagreement, or decreases the teachers' cost of agreement, increases the bargaining power of the school board. Conversely, anything that increases the school board's cost of disagreement, or decreases the school board's cost of agreement, increases the bargaining power of the teachers. (p. 289)

They further stated, "Factors such as political pressures, negotiating skills, and psychological elements, may be important sources of bargaining power in specific situations" (p. 288). Kilgras (1973) concluded that bargaining is a power relationship reflected in the ability of one party to make another party move toward a position on an issue and to accept an agreement proposed by the party seeking the movement (p. 3).

Through political action teachers try to increase the bargaining power held at the table. Collective bargaining is part of the political process because it involves the use of power in decision making. This combination of political action and collective bargaining has resulted in an expansion of the scope of bargaining beyond that in the private sector. In commenting on this expansion, Perry (1979) stated the following:

The past ten years have produced a substantial expansion in the contractual job rights of teachers in terms of both protection against arbitrary treatment and participation in decision making. Their protective rights are hardly revolutionary when contrasted to the rights of workers in the private sector; their participatory rights, however, appear to be far more substantial. (p. 17)

Nolte (1968) said teachers, particularly in states with collective bargaining laws, had succeeded in going far beyond the private sector in the scope of negotiations (p. 43). As the scope of negotiations grew, so did the shift in the balance of power between unions and school boards. Wildman (1967) remarked concerning the relationship between the number of issues bargained and power:

Boards must recognize the perhaps unpalatable fact that the internal politics of any union engaged in collective bargaining demand that the employee organization continuously expand the scope of issues on which it attempts to take action. Moreover, it seems clear that the lack of definitive legislative and judicial guidelines and precedents on bargainable subject matter in education will make it much more difficult for boards to resist the rapid proliferation of issues which will be fair game for the power plays and stresses and strains of collective negotiations. (p. 10)

Crocoll (1986) also commented on this issue with the following statement:

Teachers have bargained for and achieved a substantial number of provisions dealing with participative issues. An analysis of those provisions reveals a shift in opportunity to make educational policy away from the general public toward teachers' unions. The data from the contracts suggest that this is a growing trend. (p. 36194)

Walter (1975) in discussing what a negotiated agreement is, said,
"The physical product of collective negotiations is a document. In it
the representatives of the teachers and the employing board of
education spell out in some detail the basis for their continued
employment relations" (p. 80). Castetter (1986) commented upon the
content of agreements:

The agreement arrived at by the school system and the personnel negotiating unit stipulates in writing the nature of the relationship that will exist between the two parties for a specified period of time. Composition of the agreement generally consists of four functional categories, each one of which has a specific purpose: (1) security or rights of both parties, (2) compensation and working conditions, (3) individual security, and (4) administration of the agreement. (p. 171)

Castetter mentioned further that under the classification of security for both parties may be found such matters as the description of the bargaining unit, duration of the agreement, degree of recognition of the union or association, avoidance of discrimination based on union membership, permissible union activity on school premises, and access to school executives by union officials (p. 172). Also, dues deduction, leaves of absence for union business, and the use of facilities may be included under this category.

Dues deduction, which is important to union security, has been granted as a right of unions under the Florida Public Employee-Collective Bargaining Act (Florida School Laws, 1988, p. 493). The National Association of Manufacturers (1967) listed dues checkoff (deductions) as one way a union provides security for itself (p. 27). Perry and Wildman (1970) describes dues checkoff:

This contractual provision allows union dues to be deducted from employee's paychecks and sent directly to the union. Both the union shop and the checkoff clauses are important to the union as an ongoing institution since they can determine whether or not the organization will have sufficient membership and financial base to operate adequately. (p. 27)

Walter (1975), in discussing union security, noted that some agreements provide for leaves of absence for union officers to conduct union business. He also noted that teacher organizations have received the right to bulletin board space in schools and the right to use mail boxes and interschool delivery facilities (p. 89). These make it easier for the unions to operate within the school system.

Individual security items, according to Castetter (1986), cover the security of the individual. He said, "These are designed generally to protect him/her against arbitrary treatment from the school system, the union or association, other personnel or personnel groups, and community groups" (p. 173). Reduction-in-force and grievance procedures are included under this category (grievance procedures may also come under the category of administration of the agreement). Pat L. Tornillo (1982), then president of the Florida Education Association/United and a vice president of the American Federation of Teachers, discussed teacher bargaining in the 1980s:

In light of recent layoffs by federal, state and local governments the day of public sector employment guaranteeing a secure job are now over. School teachers/workers will increasingly look to the union for job protection, and demand contract provisions that insure such protection to the extent that is economically feasible. Bargaining over tenure, layoff procedures and job evaluation will be critical, and skillful handling of arbitration and grievances relating to these matters will be an absolute necessity. This promises to be a top priority in the 80's. (p. 2)

McDonnell and Pascal (1979) in discussing grievance procedures stated, "Grievance procedures, according to both our expert advisers and our subsequent fieldwork, constitute the 'heart of the contract'" (p. 9). Walter (1975) stressed the importance of grievance procedures to an agreement:

Grievance procedures provide the judicial mechanism necessary in order to give operational definition to the language of the agreement. An agreement without this provision could hardly be put into effect since the agreement would evaporate at the first dispute as to its meaning. Grievance avoids this, and consequently is necessary to give continuing viability to the agreement. (p. 83)

Metzler (1975) said that nonteaching duties were negotiable (p. 50). Extra-duty assignments include things such as class advisor, yearbook advisor, club sponsor, student council advisor, and honor club sponsor. These sponsorships are paid for in many districts (Heldman & Reimer, 1969, p. 12). Those usually not paid for are such things as chaperoning students and attending parent-teacher organizational meetings.

In Florida, management rights are defined and reserved within the collective bargaining statute itself. In 1988, Florida Statute 447.209 read as follows:

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation. (Florida School Laws, 1988, p. 492)

In 1979 forty-seven of Florida's school districts had some type of management rights clause (McHugh, 1979, p. 17). Metzler (1967) cautioned that school boards must be careful in writing management rights clauses as to include all areas they wish to control (p. 47). Lifton (1976) warned against an incomplete management rights clause:

Whether or not management's rights should be mentioned at all will depend on your negotiations history and upon the statute in your particular state. But the worst thing that you can do under any circumstance is to put in a management's rights clause that lists a number of rights but doesn't cover all of them (and I defy anyone to think of them all). The implication of the list is that you have given any others away. (p. 41)

As pointed out earlier, many authors agree that with the advent of collective bargaining in education, constraints have been placed upon school boards' administrative discretion and educational policy prerogatives. Included in these categories is the financial impact of collective bargaining on teachers' salaries.

Researchers have generally concluded that collective bargaining has resulted in an increase in teachers' salaries, although overall the gain has not been substantial (Baugh & Stone, 1982; Hall & Carroll, 1973; Kasper, 1970; Lipsky & Drotning, 1973).

In an overall assessment of collective bargaining Eberts and Stone (1984) stated the following:

Teacher collective bargaining does affect the way public schools are run in the United States. We found that teachers covered by collective-bargaining agreements, as compared with teachers not covered, received higher salaries, teach smaller classes, and spend slightly less time instructing students but more time preparing for classes. (p. 173)

Hall and Carroll (1973) in discussing how surrounding nonnegotiating school districts benefit from a "spill over" effect concluded the following:

There is some evidence that unorganized districts have raised pay in response to higher salaries in neighboring areas or have increased salaries to discourage teacher militancy. The size of these "spill over" benefits is unknown...nevertheless, "spill over" effects combined with the direct impact may make the total effect somewhat more substantial. (p. 841)

In a later study Baugh and Stone (1982) concluded, "It is clear on the average the real wages of unionized teachers increased and those of nonunionized teachers declined" (p. 376). Kasper (1970) commented on whether at that time there had been a reallocation of funds for teacher salaries:

It seems unlikely that bargaining has produced a significant or widespread reallocation of educational resources; but as the AFT and NEA grow stronger in the next decade, it is entirely possible the effects of bargaining may increase. (p. 71)

In a later study Gallagher (1979) commented that the first response to increased teacher compensation is to identify padded budget areas that could be internally reallocated for increased teacher compensation (p. 69). He concluded his study with the following statement: Collective bargaining is significantly related to high expenditures per ADA within the teacher salary area of school district budgets. It appears reasonable to suggest that this significant relationship may be due to a positive impact that bargaining activity has on annual teacher salary levels. However, the significant relationship between collective bargaining and total district expenditures for teacher salaries may also be influenced by nondirect compensation gains made by the certified instructional staff through bargaining. Realized bargaining gains such as extended sick leave, personal days off, sabbatical leave, and other compensated leave provisions may contribute to higher total salary expenditures by making it necessary for the district to secure and compensate additional temporary or substitute teaching staff as replacements while the regular teaching staff utilizes their leave provisions. (p. 81)

From this statement it can be concluded that total compensation includes fringe benefits and salary, both of which have an effect on the financial cost of a contract.

Kimbrough and Nunnery (1988) commented about the overall impact of collective bargaining in education with the following summation:

Given that the growth of collective bargaining in education was accompanied by numerous other economic, social, and political trends, it is impossible to identify changes in education that can be attributed directly to collective bargaining. However, during this period of growth there have been changes in educational governance and costs, as well as changes in the lives of teachers and administrators. (p. 511)

Politics in Education

Though reformers tried to create a nonpolitical system, numerous authors have pointed out that education is anything but nonpolitical (Apker & Sandow, 1975; Bendiner, 1969; Corwin, 1975; Kirst, 1970; Nunnery & Kimbrough, 1971; Scribner, 1977; Thompson, 1976; Wirt & Kirst, 1972; Usdan, Miner & Hurwitz, 1969). Usdan (1975) stated, "Education has become increasingly politicized at all levels in recent years" (p. 56). Nunnery and Kimbrough (1971) commented on politics in education in the following manner:

Politics is the democratic process of making significant decision in the school district, the state, and the nation. Each time educators or lay leaders take action to influence educational policy, or policies in other areas of society, they are involved in politics. (p. 1)

Wirt and Kirst (1972) discussed the forces that brought about the increased politicalization of the American school system. They stated that the ideology of "community participation" in public agencies has become accepted among social critics and reformers, and that federal school aid legislation of the 1960s encouraged this by creating citizen advisory committees. They pointed out that more important was the increased demand after World War II for all kinds of domestic public services. This brought pressure from legislators and the public for accountability. They stated the following:

In short, the era of the hegemony of professional educators supported by the norm of professionally neutral competence is under assault from those who feel that the present mode of educational policy making is inadequate. Community groups, students, mayors and interest groups, all of whom press for special political values, are now more visible and more clamorous. Teachers, repudiating turn-of-the-century doctrine stressing the harmony of the profession, are using collective bargaining to wring concessions from boards and administrators. (p. 10)

Traditionally, most school boards were made up of white, middleclass, Anglo-Saxon, Protestant males, but in the 1970s a different
composition appeared. Kimbrough and Nunnery (1988) stated, "There has
been increased concern for broader representation for the
underrepresented sectors of a community (e.g., minorities, poor)"
(p. 196). They also pointed out that the number of female board members
had increased to over one-third of the total (p. 195). These same
authors discussed the issue of lay versus professional control with the
following statement:

The concept of lay control by means of boards at various levels, citizens' committees, and legislative power is ingrained in the thinking of most people. However, expanded judicial and legislative activity are frequently mentioned as affecting the traditional power of school boards and influence of citizens' committees. Moreover, one hears frequently that professional educators have become both the policy makers and executors of policy. The apparent increase in the number of educators being seated in state legislatures, municipal governing bodies, state boards of education, and in a few instances, local boards of education is noted. The presence of large districts under a single board and state boards of education with broad jurisdiction are seen as devices for enhancing professional control. The reasoning is that no single lay body can give sufficient attention to so vast an educational operation; thus the professionals are free both to make and to carry out policy. The power of teachers and other educational employees, expressed through collective bargaining, is perceived as seriously limiting lay boards in exercising any meaningful control. (pp. 237-238)

Usdan (1975) stressed that school boards must broaden their base of support to remain influential public bodies. He claimed that many boards of education had isolated themselves from the political mainstream and that this had made them vulnerable to the claimed expertise of the superintendent and the educational bureaucracy (p. 275). Gross (1958) analyzed the reasons school board members seek election. He concluded that a board member elected to represent a certain group or element in the community will probably not make decisions in the best interest of all the children (p. 15).

Marshall 0. Donley (1977) in discussing the future of teacher power stated the following:

American teachers to a large extent shed their modesty between 1945 and 1975. Many-perhaps most-have been willing to stand up and say, "As a professional in our society, I have a right to make reasonable demands on behalf of my economic status; further, as a professional I want the right to have a say in how the schools of our nation are run. I don't think this is wrong; I think it is right and will help our schools do their job better." (p. 49)

Authors have sounded warnings about the possibility of a teacher takeover of public education (Damerell & Hillson, 1974; Richardson, 1975). Damerell and Hillson stressed this possibility with the following statement:

If teachers decide to put it all together (it being: a national union, a war chest, power, moxie, and political influence) and go all out after control of the schools, then your job as school board member or administrator is going to be affected. Radically. The concept of local, lay, public control of the schools is going to be shaken. Severely. And face it: Teacher control of public education-whether it occurs de factor, de jure, or through de contract-is a possibility. (p. 61)

Terry E. Herndon (1983), past president of the NEA, addressed this subject in We the Teachers:

The reporters who write of NEA's wish to take over public education are inaccurate. What NEA is talking about is a teacher takeover of public education. NEA doesn't talk so much about a powerful organization as it does an organization of powerful people, of individuals with a significant jurisdiction-not only over their own behavior but over the environment in which they work. (p. 49)

Wirt and Kirst (1982) stated, "An estimated three hundred members of the Democratic convention in 1980 were NEA members, the largest interest block there; the AFT had another sixty-six but endorsed another candidate" (p. 16).

Bacharach (1981), in commenting on the politicalization of education, stated the following:

The old foundations of consensus had been undermined, and new ones awaited discovery. School districts consequently became embattled political entities, attempting to mediate the conflicting demands of such local and extralocal political groups and institutions as parents, teachers, minorities, teachers, unions, state departments of education, state legislators, faculties of state teachers' colleges, state and federal courts, and the federal education bureaucracy. While the 1960s did not mark the beginning of interest group politics in public education, it did signal its proliferation. (p. 8)

On the local level, studies of school boards and teacher pressure have been made. Wirt and Kirst (1972) and Thompson (1976) used a systems approach to the study of the politics of school boards.

Thompson stressed that the school system is a dynamic political entity which interacts with other entities (p. 20).

Berube (1988) stated, "Both the NEA and AFT endorse local school board candidates in hopes of exerting influence" (p. 71). In discussing actions of the United Federation of Teachers in New York City, he stated the following:

By 1986, the UFT had become the dominant force in New York City school politics. In the May 1986 Community School Board elections, UFT backed candidates won majorities in 25 of 32 school boards. UFT candidates won 183 of the 288 school board seats. (p. 71)

Kerchner and Mitchell (1988) also commented on the involvement of teachers in board elections. They stated the following:

Because electing public officials is one way in which they flaunt their power and influence, unions organize electorally and are often successful at the polls. But they are often disappointed with the results. School board members elected with union support seldom back the union party line as vigorously as the teachers expect. (p. 133)

Rankin and Wheeler (1977), in a study entitled School Board Member
Perceptions Associated with Teacher Activism in School Board Elections,
examined board members' perceptions of the efforts in California to
place teacher-supported candidates on school boards. A semi-structured
interview was used to survey board members in 20 districts where the
California Teachers Association had supported successful candidates.
The data were subjected to chi-square tests and comparisons were made
between nonsupported and supported board members. The investigators
found that the following circumstances existed: (a) Teacher association
rapport with the supported board members was more positive than with
other board members. (b) More instances of pressure were exerted on the
supported board members than on other board members by outside teacher

groups. (c) Supported board members were seen to be more readily influenced through unofficial channels than were nonsupported board members. (d) Supported board members were seen to have more often recommended or supported administrative changes than did nonsupported board members. (e) Supported board members were more often seen as supporting the teacher point of view in conflict situations than nonsupported board members. (f) A conflict of interest was observed by interviewees when teachers served as board members. They recommended that a study be done of school boards in which the CTA had financially supported a majority of the school board.

Summary and Implications for Present Research

The literature appeared to support the assumption that since the early 1800s there has been a struggle for the control of education between the forces advocating lay control and those promoting control by professional educators. Historically this struggle centered around school boards and administrators. With the advent of collective bargaining and the resulting restrictions placed on both the school boards and administrators, teachers have assumed part of the control.

The dual thrust of collective bargaining and political activity has brought about the concern that school boards have been forced by legislatures to share decisional powers with teacher unions which are not subject to the control of or accountable to the public for the positions which they take.

From the literature it can be concluded that with each contract bargained, the balance of power shifts either toward teachers or toward

administration. This can be studied through the comparison of contract language prior to and after a shift in power. It was also demonstrated that when finances are limited, school boards will internally reallocate funds from one part of the budget to another, so as to meet demands at the table. Further, fringe benefits should be considered along with salaries when studying the financial impact of bargaining.

Hayes (1980) found that within selected Florida school districts the balance of power had shifted toward teacher unions. Since that time, has increased teacher union political activity on the local level resulted in a further shift in power at the bargaining table? Have Florida school boards reacted to political pressure and thus more and more control of the educational system has shifted to teachers and their unions?

CHAPTER III

The investigation was conducted to identify changes, if any, in the power relationships among superintendents, school boards, and teacher unions in school districts where the board status had changed from a majority membership which was not union-endorsed to a union-endorsed majority. Only school districts with appointed superintendents were studied, so as to remove the variable of an elected superintendent from the study.

Collectively bargained contracts between the school boards and teacher unions existing after the change in status of the school board were compared to contracts in existence in those districts prior to the change. The cost of teachers' salaries and fringe benefits as a percentage of revenue available for compensation prior to and after the change in status were also studied. The board chairpersons, superintendents, and union presidents were interviewed as to their perceptions, if any, of a shift in the power relationships.

Changes, if any, in language or compensation were then compared to those existing during the period of the study in paired, comparable school districts without union-endorsed majorities. Where any significant change appeared to have occurred, the school board and union negotiators in districts with a change in board majority status were interviewed to determine their perceptions of the changes.

Selection of the School Districts

There were 67 school districts in Florida at the time of the study. Each was composed of an entire county. The potential population of the study was the Florida school districts with an appointed superintendent. These districts ranged in size from 2,189 to 264,514 students in membership in kindergarten through grade 12 during the 1982-83 school year (Profiles of Florida School Districts: Profile XIII, 1983).

A list of the school districts in Florida with appointed superintendents was compiled. At the time of the study, 18 school districts in Florida had appointed superintendents. The bargaining agents for each of these districts were contacted. These union representatives were asked if there had been a change from a nonunion-endorsed school board majority status to a union-endorsed board majority status since 1980. Of the 18, 9 districts reported having a union-endorsed board majority status. Three of these representatives reported a change in status since 1980, and in each instance that change in board status had occurred as a result of board elections in the fall of 1982. These three districts A, B, and C were selected for inclusion in this study.

As noted in Table 1, the actual student population of the three districts studied, A, B, and C, ranged from approximately 5,000 to about 23,000. Seventeen districts in Florida had larger student populations and 24 school districts in the state were smaller at the time of the study. The general population of the districts ranged from approximately 20,000 to about 150,000 people at the time of the study.

Table 1 Selective Descriptive Information About the Districts Studied

District (1)	Approximate Total Population (2)	Approximate Number of K-12 Pupils (3)	District Cost Differential (4)	Approximate Tax Value of One Mill (5)	Revenue Per FTE (6)	
A	20,000	4,800	0.9795	\$1,839,010	\$3,077	1
×	19,500	4, 600	0.9695	2,252,884	2,905	
щ	148,500	23,000	0.9922	4,078,013	3,120	
¥	193,000	29,000	0.9729	3,428,900	3,073	
U	151,000	23,000	0.9757	422,745	3,028	
72	122,500	24,000	0.9693	529,048	3,022	

memorandum by the DPS/Financial Management Section to Florida school district finance officers and FTE administrators. The data in columns 2 and 6 were compiled from <u>Profiles of Florida School Districts: Profile XIV</u> (1984). The data in columns 3, 4, and 5 were compiled from "Florida Department of Education: Florida Education: Florida Education Finance Program 1983-84 Final," distributed in the form of a Note.

Of the three districts, District B was classified as urban by having been included in the Standard Metropolitan Statistical Area (SMSA) during the period of the study. District C was predominately urban but was not included in the SMSA. The remaining district, District A, was rural.

In all three districts the collective bargaining process had been carried out for a number of years. Teacher bargaining units, defined as the total group eligible for membership in a union and represented by that union in collective bargaining, ranged from approximately 250 to 1,200 members in the three districts studied.

Each district was paired with a like district of comparable size, wealth, and geographic location where a union-endorsed majority board did not exist during the period covered by the study. These pairings were based on the individual district's size, cost differential, tax value of one mill, revenue per full time equivalent (FTE) student, and geographic location.

The cost differential was set within 4% and the tax mill valuation within \$1 million of revenue raised by levying one mill. This ensured reasonableness in terms of such critical variables as wealth, cost of living, and size.

The districts were matched in size by using the number of unweighted FTE students in attendance during the 1983-84 school year. As noted in Table 1, the smallest of the three districts, District A, was paired with District X, which had approximately 200 more unweighted FTE students than District A. District B was paired with District Y, which had approximately 6,000 more unweighted FTE students than District B. District C was paired with District Z, which had approximately 1,000

more unweighted FTE students than District C. The difference in cost differential between matching districts ranged from 1 to 2%. The difference in tax mill valuation between matching districts ranged from approximately \$127,000 to approximately \$650,000.

The three districts studied were geographically spread across Florida. Each was located in a different region of the state. Each was paired with a district in the same geographic region.

The School Board Elections in Districts with Union-Endorsed School Board Majorities

As noted before, the president or executive director of the union who bargained for teachers in each of the districts studied was contacted by telephone. This contact was to determine if there existed in each district a union-endorsed school board majority. Each of these union officials stated that there was a union-endorsed board majority in their district and that this board status had been established as a result of the 1982 board elections.

Local newspapers from each district were obtained and studied for the period covering the 1982 and 1984 school board elections. It was found that in each of the three districts there had been two or more candidates publicly endorsed by the local teacher union. In each district the endorsed candidates were elected to office. It was also found that in each district the union-endorsed board majority status was maintained following the subsequent board elections in 1984.

In District A, as in each of the three districts, contract
negotiations were conducted during the period prior to the fall board
elections. Both sides in District A brought in "outside" negotiators.
The union negotiator was an executive officer for the local union's

state affiliate. The negotiator for the school district was an administrator from a large urban Florida school district.

Also, during the period prior to the fall elections, the union publicly endorsed three candidates, two of whom were former teachers. Two of these candidates won election to office in the primary. The collective bargaining contract was settled for the 1982-83 school year as of October 1982. The remaining union-endorsed candidate won election in the runoff in November. Within days following the November election and prior to the seating of the newly elected board members, the school board, which had been in office for 2 years, announced that the appointed superintendent had not been recommended for reappointment beyond June 1983. In 1984 the union-endorsed majority status was maintained.

In District B three seats were up for election. Two incumbent board members were running. In one of the school district races, the incumbent was a former teacher, who was challenged by another former teacher. The incumbent won reelection. The other incumbent was publicly endorsed by and given support by the union. This board member also won reelection. The third seat was won by a union-endorsed candidate.

In District C three seats were up for election. All three seats were won by union-endorsed candidates. Political activity by the union was strong. The district had operated with an imposed settlement during the 1981-82 school year. The new contract was settled in July 1982, well before the board elections. In 1984 the two board seats up for election were won by union-endorsed candidates.

The president or executive director of the union in each of the paired districts was also contacted. Each stated that a union-endorsed board majority did not exist in their district during the period of the study.

Sources of Data

The following data were obtained to answer the six questions posed in the statement of problem:

- 1. To answer those questions relative to a change in contract language, the contents of contract clauses negotiated prior to and after a change in union-endorsed majority status were obtained. In District A the 1982-83 teacher contract was compared to the 1983-85 teacher contract. In District B the 1982-85 teacher contract was compared to the contract covering the period 1985-88. In District C the 1982-85 contract was compared to the 1985-87 teacher contract. Information on contract clauses negotiated in comparable districts, where a union-endorsed majority board did not exist during the period covered by the study, were obtained. In each of these paired districts, the contract in effect for the 1982-83 school year was compared with the next fully negotiated contract.
- 2. To answer those questions related to revenue allocation, copies of the annual financial statements for 2 years prior to and 3 years after the change in majority status were obtained for the districts where there was a union-endorsed board majority. These covered a 6-year period. An administrator in each district was requested to supply total salaries and fringes paid to teachers for the 1980-81 through 1985-86 school years. The District A administrator only supplied salary data to the researcher. District B was visited in order to obtain the data, and documents were made available so the researcher could compile salary figures. At the suggestion of the finance person

assigned to assist the researcher, fringe data figures were extrapolated at the same percentage rate as instructional fringes. This was done because the available documents contained fringes by cost center rather than by employee group. Fringes were also extrapolated for District A. The administrator from District C supplied salary and fringe data upon initial request. The annual financial statements for the paired, comparable districts were obtained from the district personnel for the same years. Instructional salary and fringe figures from the annual financial statements had to be used for Districts X and Y. This decision was made after repeated attempts to obtain a teacher salary and fringe figure from each, and the Florida Department of Education, Management Information Office had been contacted for information. Instructional salaries included teacher aides, but reflected any change in effort by the district leaders in the area of teacher compensation. District Z personnel supplied salary and fringe figures upon initial request.

3. Where the investigator determined that a change in the balance of power was apparent in the clauses studied or as evidenced by a change in the allocation of revenue for salaries and fringe benefits, the perceptions of the change or changes were solicited from the administration and union negotiators in those districts with a union-endorsed school board majority. The negotiators for each side were interviewed using Interview Guide A (see Appendix A). This was the basis for answering the fifth question posed.

4. In the three districts with union-endorsed board majorities, the school board chairpersons, superintendents, and union presidents who held office at the time of the next fully negotiated contract following the election of a union-endorsed board majority, were interviewed as to their perceptions about shifts in the power relationships among the superintendent, school board and union. The individuals were questioned using Interview Guide B (see Appendix B). This was the basis for answering the sixth question posed.

Analysis of Data

The analysis of data was accomplished through descriptive information and logical analysis in the following manner:

- 1. To answer the first and second questions a comparison was made of selected clauses contained in the teacher contracts prior to and after a change in board majority status. Where changes in clauses were noted, a comparison of clauses was made with like clauses contained in contracts covering the same period of time in the comparable district. Narrative and tabular descriptions of the selected clauses were made and any changes noted.
- 2. To answer the third and fourth questions the annual financial statements for 2 years prior to a change in majority status were studied to determine what percentage of available revenue was allocated for salaries and fringe benefits. These data were compared with that allocated after a change in majority status. The data were then compared with allocations in the comparable

district covering the same years. Narrative and tabular descriptions of the data were developed.

- To answer the fifth question interview results with the school board negotiators and union negotiators were reviewed and a synthesis of the perceptions about changes developed.
- 4. To answer the sixth question the interview data from the superintendents, chairpersons, and union presidents were reviewed and narrative descriptions developed as to their perceptions of any change in the power relationships among the board, superintendent and union.

CHAPTER IV PRESENTATION OF THE DATA

The present chapter is divided into five major sections. In the first section attention is focused on the changes in the selected contract clauses within Districts A, B, and C and their paired districts, X, Y, and Z. In addition, the contracts for each pair of districts are compared with each other. This section of the chapter is intended to provide answers for the first and second research questions.

The second section of the chapter is focused on the internal allocation of revenue as related to teacher compensation. The appropriate changes are noted and comparisons made. This section is intended to provide answers to the third and fourth questions.

The third section of the chapter is a presentation of the perceptions of the school board negotiator and the union negotiator from each of the three districts where there had been a union-endorsed school board majority elected in 1982. This section of the chapter is intended to provide an answer to the fifth question.

The fourth section of the chapter is intended to provide an answer to the sixth question, which dealt with the perceptions of the school board chairperson, superintendent, and union president in each of the three school districts with a union-endorsed board majority. These perceptions were in regard to the changes, if any, that occurred in the balance of power after the 1982 school board elections. The last section is a brief review of the major findings.

Changes and Comparisons Relative to the Selected Contract Clauses

It was found when comparing the contracts in effect for the 1981-82 school year with the contracts negotiated and settled during the election period that numerous changes had occurred in two of the three districts where a union-endorsed school board majority was elected. However, the focus of this aspect of the study was changes after the union-endorsed board majority took office. Therefore, in the following sections the selected contract clauses in effect for the 1982-83 school year are compared on a district-by-district basis with those in the next fully negotiated contract. A further comparison is made between each of the paired school districts (A:X, B:Y, C:Z) in regard to these clauses in a further effort to examine the impact of the election of a union-endorsed board majority.

District A

In District A the teacher contract for the 1982-83 school year was settled on October 2, 1982. This was after the primary elections but before the November runoff and well before the new members took office. This contract was replaced by a 2-year agreement in July 1983 (see Table 2) which covered the 1983-84 and 1984-85 school years.

As noted in Table 3, there were no changes in the areas of grievance definition and management rights. There were changes in contractual language in the other five areas studied. The most significant of these was the inclusion of a reduction-in-force provision in the new contract.

In the area of association rights there were several changes. Many items originally under salaries were moved to this part of the contract.

Information About the Contracts for the Three Districts (A, B, and C) with a Union-Endorsed School Board Majority and the Three Paired, Comparable Districts (X, Y, and Z)

Table 2

District	Length of Contract in Effect Prior to 1982	Length of Contract Negotiated in 1982	Length of Next Fully Negotiated Contract		
A	7/81-6/82	7/82-6/83	7/83-6/85		
Х	9/81-7/83		8/83-7/85		
В	8/80-7/83	8/82-7/85	8/85-7/88		
Y	8/81-7/84		8/83-7/86		
С	8/79-7/81*	8/82-7/85	8/85-7/87		
Z	7/81-6/84		7/84-7/87		

 $[\]ensuremath{^{\star}}\xspace Operated under a board-imposed settlement during the 1981-82 school year.$

Table 3

Status of Changes in Selected Clauses of the Contracts Negotiated Before and After the Election of a Union-Endorsed School Board Majority in Districts A, B, and C with Comparable Data for the Paired, Comparable Districts (X, Y, and Z)

	District					
Clause	A	Х	В	Y	С	Z
Grievance definition	NC	NC	NC	NC	NC	NC
Association rights	U	NC	U	NC	υ	NC
Reduction-in-force	U	υ	U	В	NC	NC
Teacher rights	U	NC	U	В	U	В
Teacher dismissal	U	NC	NC	NC	Ū	NC
Extra-duty assignments	MC	NC	U	NC	В	NC
Management rights	NC	NI	NI	NI	NC	NC

Note. NC=no change, MC=minor change, NI=not included, B=changes favored board, U=changes favored union.

Language was added prescribing the frequency of deductions for insurance and union dues. The "before" contract contained a provision for a budget advisory committee without mention of the composition of membership. The new language, added in the 7/83-6/85 contract limited union membership of the committee to members of the bargaining unit and allowed the board and union each to have a consultant of their own choosing present at meetings of the committee.

There were major revisions dealing with association rights relative to the school calendar. The "before" contract stated that the union could appoint five members to a calendar committee and that the calendar was to become part of the agreement after adoption. The board reserved the right to make changes in the calendar in the event of an emergency. Adjustments made, caused by an emergency and affecting only instructional employees, were to be negotiated. In the "after" contract new language was added stipulating that the union could appoint a representative from each school, the membership could be from other employee organizations, and the superintendent could appoint an equal number of representatives to the committee. Further, all proposals for the calendar were to be developed by the committee and voted on at the school sites; the proposal receiving the most votes was to be presented to the superintendent.

With the advent of a multi-year contract, new language was added in which the board agreed to negotiate with the union the impact upon working conditions of any law enacted by the 1983 Florida Legislature as such laws were implemented.

Prior to the 7/83-6/85 agreement there was no reduction-in-force (RIF) provision in the teacher contract. The new RIF clause contained

four procedures. First, the specific needs of the program or school center were to be established and considered. Second, the individual skills and abilities of each teacher being considered for separation would be reviewed by his or her supervisor or principal. Third, performance appraisals and attendance of the teacher were to be considered. Finally, if all the factors were substantially equal, length of service be considered. The authority for determining if the requirements had been fulfilled was left to the sole discretion of the superintendent. There was no order of recall in the new clause.

In the area of teacher rights there were minor date changes for deadlines dealing with applications for transfer and the posting of vacancies. Further, previous contract language stated the determination as to whether the requirements of the clause had been met was at the sole discretion of the director of personnel. New language changed this to the sole discretion of the superintendent or designee. Finally, new language was inserted to the effect that voluntary transfer requests were to be given priority consideration over new employees. The previous language stated that voluntary transfer requests were to be given priority consideration. There was no mention of new employees.

In the area of teacher dismissal a more detailed termination procedure was added. The previous contract language provided that a teacher was to be given written notice of less than satisfactory performance 30 working days prior to the teacher's final evaluation. This notice was to include specific areas needing improvement. The stated purpose was to facilitate improvement. The new language included a procedure which not only required the evaluator to provide written notice of specific areas needing improvement and that the evaluator

confer with the employee to make recommendations, but also the evaluator was required to provide assistance to help correct deficiencies within a reasonable, prescribed period of time.

In the area of extra-duty assignments new language was added which limited bus duty to no more than 25 minutes beyond the normal teacher workday.

District X

In District X the contract in effect at the time of the 1982 school board elections covered the school years 1981-82 through 1982-83. The next fully negotiated contract covered the school years 1983-84 and 1984-85 (see Table 2). These two contracts were studied for changes.

As noted in Table 3, there were no changes in the areas of grievance procedures, association rights, teacher dismissal, and extra-duty assignments. Management rights were not included in either contract. There was a change in the area of reduction-in-force.

As noted earlier, in the area of association rights, the
"after" contract for District A included new language which modified
existing budget and calendar committees, and established the reopening
of the contract to negotiate the impact upon working conditions of
any new legislation passed in 1983. The contract for District X did not
include provisions for a budget or calendar committee. The board did
agree to reopen the negotiations on mutually agreed items.

The 9/81-7/83 contract did not include a RIF clause. The 8/83-8/85 contract included a one-page RIF article. This article, unlike the RIF provision for District A, set up a plan for the reduction of personnel on a district-wide basis. The new article contained four procedures.

First, annual contract teachers were to be reduced before considering continuing contract teachers or teachers holding a professional service contract. Second, continuing contract and professional service contract teachers were to be reduced according to certification and seniority. Third, such reductions were to take into account racial balance and the provisions of Florida Statutes, 231,36(5) which stated the following:

Should a school board have to choose from among its personnel who are on continuing contracts or professional service contracts as to which should be retained, such decisions shall be made pursuant to the terms of a collectively bargained agreement, when one exists. If no such agreement exists, the district school board shall prescribe rules to handle reductions in work force. (Florida School Laws, 1988, p. 107)

The article further stated that the board would determine the number of teachers to be rehired. If rehiring took place within one year, the teachers were to be rehired within each grade or subject in inverse order of reduction. Teachers were to be given 10 days to reply to a recall after which the board would be relieved of any obligation to rehire them.

As noted earlier, in the area of teacher rights the "after" contract for District A included new language which gave teachers who wished to transfer voluntarily priority consideration over the hiring of a new employee for an open position. The new language also included a detailed termination procedure. The language in District X stated all parties must consent to a transfer. The termination procedure in District X included the same procedure as the new termination language in District A.

In summation, within District X there was one major change in the selected clauses; in District A there were four such changes. Each of these five changes were perceived by the investigator as favoring the union.

District B

In District B a 3-year contract with an expiration date of July 1983 was in effect prior to the election year of 1982. This contract had been amended and the amended contract had been ratified in September 1981. During the election year, a new 3-year agreement was negotiated. This agreement covered the period from August 1982 through July 1985. This contract was settled in July 1982, 10 days before the board election. It was amended in successive years, but not replaced until August 1985 (see Table 2). Thus in District B the next complete contract following the 1982 board elections covered the 1985-86 through 1987-88 school years.

As noted in Table 3, there were no changes in the areas of grievance definition and teacher dismissal. A management rights clause was not included in either of the contracts studied. There were changes in contractual language in the other four areas studied: association rights, reduction-in-force, teacher rights, and extra-duty assignments.

In the area of association rights there were five changes. First, union representatives were given the right to be included on the school center faculty meeting agenda, if the superintendent and union agreed the topic to be discussed was of mutual concern. Second, payroll deductions for uniform assessments had been granted in the "before" contract. In the "after" contract the language was amended requiring the administration to pay the amount deducted to the union at the same time as the dues deductions were made. This language indicated that the administration had not been transmitting amounts deducted for dues and uniform assessments in a timely manner. Third, in the "before" contract the president of the union was granted leave for the remainder

of his or her term of office to serve as president of the union. This leave counted toward accruing seniority, benefits, and salary increments. The union was required to provide the board with funds to pay the president's compensation. The new language contained in the "after" contract did not include language for the transmittal of funds; it just stipulated the leave was to be without pay. Fourth, an article was added granting leave for bargaining team members when bargaining during the teacher workday. Fifth, new language was added which allowed, with the superintendent's agreement, up to eight union delegates to attend inservice programs conducted at the local union's statewide teacher convention.

The "before" contract contained a short RIF provision. This provision provided for teachers to be laid off on the basis of seniority within their area of certification. It also allowed the board, upon recommendation of the superintendent, to use other criteria which it deemed to be in the best interest of the school system. Administrators were directed to give substantial consideration to seniority when either a RIF or recall occurred. Laid-off employees were to be interviewed for any open position from which he or she was displaced.

The "after" contract contained a 3-page RIF provision which significantly limited the discretion of the administrators. Seniority was based on length of service in the bargaining unit and area of teaching. Teachers facing reduction were given the right to "bump" or replace teachers with less seniority within the bargaining unit. The "bumped" teachers in turn were allowed to "bump" other teachers. Annual contract teachers were not given recall rights as vacancies became available. Laid-off teachers with the greatest seniority in the

bargaining unit and area of certification were to be offered any open position first. No new teachers were to be hired for any openings so long as there were laid-off teachers who were certified for the major part of the teaching assignment.

The superintendent, if presented with unusual circumstances and believed it to be in the best interest of the school system, could secure an exemption to the RIF article. This process required both parties, the union and superintendent, to agree to modify or waive the provisions. If no agreement could be reached, the parties were to call in a mediator. If the mediation failed and the mediator found the superintendent's waiver or modification to be in the best interest of the school district, the mediator was required to recommend the waiver or modification to the school board.

In the area of teacher rights the "before" contract allowed the individual teacher to have union representation at any meeting called for the expressed purpose of discussing his or her dismissal. However, this provision was prefaced with language which described circumstances under which such union representation would be impractical or impossible. These circumstances included accusations of gross insubordination, assault, intoxication, or being under the influence of narcotics and any other emergency situation. The "after" contract language expanded the individual teacher's right to include the right to union representation at any meeting called to discuss the issuing of a formal reprimand. If denied such representation, teachers were given the right to terminate such a meeting, until union representation became available. The administration was required to give prior written notice and a statement of the reason for any conference called for the purpose of discussing

dismissal or issuing a formal written reprimand. In the case of an emergency such as teacher assault, intoxication, or influence of narcotics, the teacher's right to union representation could be postponed, but not denied.

Also, in the area of teacher rights a new section was in the "after" contract which guaranteed a teacher the right to review his or her district-level and school-level personnel files. The "before" contract did not contain such a provision. The new section stated that no derogatory material would be placed in the employee's file unless a copy was provided to the employee beforehand. The teacher was given the right to make a written addendum to any statement in the file.

The "after" contract contained a new article that provided for a personnel evaluation committee. A committee of teachers and administrators was to be formed to study the evaluation system and make improvements.

In the area of extra-duty assignments the "after" contract contained a new section entitled "Additional Duty Hours." This section detailed the conditions for a teacher who as to teach an additional hour beyond the normal 7.5-hour workday. The teacher was guaranteed his or her regular planning period, the principal was required to consider qualified volunteers before making an assignment, and payment of an amount equal to the teacher's hourly rate on the salary schedule was required.

District Y

In District Y a 3-year contract covering the school years of 1981-82 through 1983-84 was in effect during the 1982 board elections. A new 3-year agreement was negotiated in 1983 covering the 1983-85 through 1985-86 school years (see Table 2). These two contracts were studied for changes.

As noted in Table 3, there were no changes in the areas of grievance definition, association rights, teacher dismissal, and extra-duty assignments. As in District B, a management rights clause was not included in the contract.

As noted earlier, in the area of association rights the "after" contract in District B included new language which gave the union the right to be on school meeting agendas. Contract language in District Y did not include this right for the union.

As in District B, the reduction-in-force section was modified. In District Y the previous contract language stated that annual contract teachers would be reduced before continuing contract or professional contract teachers. The language contained in the contract covering the 1983-84 through 1985-86 school years stated that annual contract teachers would be reduced first, unless special certification for a specific assignment was needed. The previous contract also stated that rehiring would be in inverse order of reduction and required a recall period of one year. The new language expanded this recall period to 2 years, but did not limit the board to rehiring in the inverse order of layoff. The language also required the school board to exhaust the list of laid-off teachers, within the limits of certification, before hiring new teachers. In contrast the District B contract had no limit on the period of recall, and, as previously stated, teachers with the greatest seniority in the bargaining unit and area of certification were to be offered any open position first.

In the area of teacher rights the procedure for involuntary transfers was modified in the 8/83-7/86 contract. The language in the 8/81-7/84 contract stated that "properly certified volunteers would be transferred first." The words "properly certified" were dropped in the 8/83-7/86 contract. New language was also added which permitted teachers who were involuntarily transferred to be assigned to positions for which the superintendent deemed them qualified. In contrast the District B contract restricted the board to length of service, certification, and major and minor fields of study as the determining factors in teacher transfer.

As noted earlier in the area of teacher rights, the "after" contract in District B included new language which gave teachers the right to union representation at meetings held to discuss the issuing of a formal reprimand, and new language giving teachers the right to review their personnel files. The contract in District Y also included these rights. There was a contract provision in District B which provided for the establishment of a committee to study the teacher evaluation system and suggest improvements. There also was language setting up working conditions for a 7-period day. The contract in District Y did not include language dealing with either of these areas.

In District Y language was added in the 8/83-7/86 contract which gave teachers who were involuntarily transferred because of ineffective performance or other problems priority for openings over teachers who voluntarily requested transfers. Both the "before" and "after" contracts in District B contained language which stated that a new employee would not be placed in a posted position until all transfer applications for that position had been considered. The two contracts

also contained language which stated that a transfer applicant who was not recommended for a transfer could request reasons for not being transferred.

In summation, in District B four of the selected clauses had major changes. All four changes were perceived by the investigator as favoring the union. District Y had major changes in two of the selected clauses. These changes were perceived as favoring the school board.

District C

In District C a new contract was agreed to in July 1982. As in the other two districts, this contract was settled prior to the school board election. The contract was for 3 years and was replaced by a 2-year agreement in August 1985 (see Table 2) which covered the 1985-86 and 1986-87 school years.

As noted in Table 3, no changes occurred in the areas of grievance definition, reduction-in-force, and management rights. Changes were noted in the other four areas.

In the area of association rights language was added to the "after" contract granting the union both dues deductions and uniform membership assessments. The "before" contract gave the union the right to just uniform membership assessments (District B also had this clause in both the "before" and "after" contracts). In District C this addition allowed the union to raise political action committee funds through payroll deductions for members, also language was added in the "after" contract which limited leave for union business to one member from each school.

In the area of teacher rights there were numerous changes in the "after" contract. First, language was added permitting job sharing by teachers under prescribed conditions. Second, whenever a school day had to be rescheduled because of an emergency closing of a school or schools, the union was required to poll the teachers affected and relay their opinions to the administrators prior to the board rescheduling the day or days. Third, new language was added which allowed a teacher to continue a lesson rather than interrupt it to participate in a parent-teacher conference. This new section also stated that any request for a conference would be normally delayed until the following day unless the teacher agreed to an earlier meeting. Also, prior notice had to be given teachers of a scheduled conference. Fourth, there was new language creating a "paperwork review board" made up of teachers and administrators. Fifth, the new contract language required that school-site office space be provided for teachers who moved from room to room. Sixth, a requirement that materials and supplies be supplied to teachers prior to the first student day was changed to stipulate that these materials and supplies be provided by the first day of preplanning.

In the area of teacher dismissal one change appeared in the "after" contract which was in an article dealing with an administrator's initial fact-finding investigation or conference. Language was added which stated that should the initial complaint or fact-finding conference warrant further action, the principal would notify the teacher involved before taking action.

In the area of extra-duty assignments a change occurred in language in the "after" contract. The previous contract language limited faculty

meetings to no more than 10 minutes beyond the teacher workday. The new language stated that reasonable effort would be made to expedite the length of meetings.

District Z

In District Z a 3-year agreement covering the school years 1981-82 through 1983-84 along with amendments negotiated in 1982 was in effect during the 1982 board elections. A new 3-year agreement was negotiated in 1984 which covered the 1984-85 through 1986-87 school years (see Table 2). As shown in Table 3, there were no changes in the areas of grievance definition, reduction-in-force, teacher dismissal, extra-duty assignments, or management rights. There were changes in the areas of association and teacher rights.

In the area of association rights there was a minor change in the 7/84-7/87 contract dealing with the printing of the contract after negotiations were concluded. The 7/81-6/84 contract stated that the board and union would share the cost of printing the agreement. The language in the 7/84-7/87 contract stated that the contract would be printed once every 3 years, and the addenda negotiated while the contract was in effect would be printed each year.

As noted earlier, in the area of association rights, the "after" contract in District C included new language which granted payroll deductions for both union dues and uniform assessments and language which limited association leave to one teacher per school at any one time. The contract in District Z included language which also granted payroll deductions and uniform assessments. The contract in District Z did not include leave provisions for association members engaged in union business.

In the area of teacher rights new language was added in the 7/84-7/87 contract dealing with provisions for substitutes. The 7/81-6/84 contract contained no language dealing with substitute teachers. The new language required the board to make a good faith effort to secure a substitute whenever a teacher was absent and contained three stipulations on this subject. First, according to the language a teacher was required to notify his or her immediate supervisor of an absence as far in advance as possible. Second, the teacher was required to ensure that lesson plans and/or student activities had been provided to cover the period of absence up to 9 days. With a doctor's notice of incapacity a teacher was excused from meeting this requirement. Third, the language limited the provision to classroom teachers. Also, the new contract language stated teachers were not held responsible for arranging for a substitute teacher.

As noted earlier, in the area of teacher rights the "after" contract in District C included new language dealing with job sharing, the rescheduling of days missed because of a school closing, a teacher having the right to delay a parent-teacher conference, office space for teachers who move room to room during the day, and the delivery of materials and supplies on the first day of preplanning. Contract language in District Z dealt with only one of these issues. Teachers were granted 2 cubic feet of storage space.

When the changes that occurred in District Z are examined in relation to the changes in District C, it can be seen that there were differences. Specifically, there was a shift in power in district C toward the union in the areas of association rights, teacher rights, and teacher dismissal; there was a shift in power toward the board in the area of extra-duty assignments. In District Z only one change of any

importance appeared and that was in the area of teacher rights. In this instance the change favored the board.

Changes and Comparisons Relative to Financial Expenditures for Teacher Compensation

In Florida all but a small percent of teacher compensation is paid out of the general operating budget of a school district. For this reason, general fund revenues and expenditures for compensation were used in this study. If there was a significant change in the level of expenditure in the area of compensation, it would be reflected in a change in the general fund expenditure.

Leaders in each district with a union-endorsed board majority and the paired districts were asked to supply total salaries and fringe benefits paid out of the general fund for the 1980-81 through 1985-86 school years. Financial statements for the 2 years prior to the change in school board majority status in Districts A, B, and C were studied to determine what percentage of available revenue was allocated for teacher compensation. The data were compared with that allocated after the change in the majority status. The changes in the level of expenditure for compensation in each of these districts were then compared to the changes in the paired districts.

General fund revenues, salary and fringe benefit expenditures, student-teacher ratios, and average district teacher salaries were needed to examine the changes and make the comparisons. Most of the needed data were obtained through correspondence with leaders in the districts studied and through research at the University of Florida libraries. One site visit was required; in this instance, the investigator compiled the salary and fringe benefit data with assistance

from district personnel. The Florida Department of Education,
Management Information Office was contacted by telephone for data
pertaining to the 1985-86 school year for all districts studied. This
information was not available through the University of Florida
libraries.

As noted previously, board elections were held in Districts, A, B, and C in October 1982. The teacher contracts, including salary schedules, were settled prior to the election. These contracts set the level of expenditures for teacher compensation during the 1982-83 school year.

District A

As is shown in Table 4, during 1981-82, the year preceding the school board elections, the level of expenditure in District A for teacher compensation rose from 42.4% to 47.0% of revenue. The revenue increased 3.2%, while compensation increased 14.5%. The average teacher salary increased 9.4%. The student-teacher ratio was reduced from 28.3:1 to 24.2:1. This indicated that an emphasis was placed on reducing the student-teacher ratio.

As a result of bargaining during the election year, the 1982-83 level of expenditure for teacher compensation as a percent of revenue rose an additional 1.2%. Revenue increased 10.3%, while compensation increased 13.1% In contrast the average teacher salary increased 4.0%. This increase, along with a decrease in the student-teacher ratio from 24.2:1 to 23.1:1, indicated an emphasis in the area of fringe benefits at the bargaining table. In each of the 2 years, the expenditure for compensation increased at a faster rate than the revenue.

Revenue and Teacher Compensation Data for District A: 1980-81 Through 1985-86

Table 4

Student- Teacher Ratio (9)	28.3:1	24.2:1	23.1:1	23.3:1	23.2:1	22.7:1
Percent of Increase Over Previous Year (8)		9.4%	4.0%	10.9%	9.78	10.0%
Average Teacher Salary (7)	\$13,357	14,609	15,207	16,865	18,504	20,346
Percent of Increase Over Previous Year (6)		3.2%	10.3%	14.5%	9.4%	13.0%
Revenue (5)	\$8,680,406	8,961,782	9,884,046	11,318,130	12,379,918	14,001,069
Level of Expenditure for Teacher Compensation as a Percent of Revenue (4)	42.4%	47.0%	48.2%	46.7%	48.6%	48.1%
Percent of Increase Over Previous Year (3)		14.5%	13.1%	10.8%	14.0%	11.9%
Teacher Compensation (2)	80-81 \$3,683,012	4,216,071	4,767,483	5,283,548	6,021,968	6,736,928
Year (1)	80-81	81-82	82-83	83-84	84-85	85-86

NOTE. The data in columns 7 and 9 were compiled from Profiles of Florida School Districts: Profiles X-XX (1980/81-1984/85) and information obtained from the Florida Department of Education, Management Information Office.

In 1983-84, the year following the election of a union-endorsed school board majority, the level of expenditure for teacher compensation dropped by 1.5% to 46.7% of revenue with revenue increasing 14.5% and compensation increasing 10.8%. The average teacher salary increased 10.9% and the student-teacher ratio remained approximately the same at 23.3:1. The expenditure for compensation did not keep pace with the increase in revenue.

For 1984-85 (1984 was an election year) the level of expenditure for teacher compensation again rose at a faster rate than revenue. The level of expenditure for teacher compensation was 48.6% of revenue, the highest proportion during the period studied. Revenue increased 9.4%, compensation increased 14.0% and the average teacher salary increased 9.7%. The student-teacher ratio remained at about the same level.

The 1985-86 expenditure for teacher compensation decreased slightly to 48.1% of revenue. Revenue increased 13.0%, while compensation increased 11.9%. The average teacher salary increased 10.0%, while the student-teacher ratio dropped to 22.7:1.

Between the 1980-81 school year and the 1985-86 school year revenue rose by \$5,320,663 or 61.3%. Compensation rose \$3,053,916 or 82.9%. Over the 5-year period the level of expenditure for teacher compensation rose from 42.4% to 48.1% of revenue. The highest level of expenditure for teacher compensation was 48.6% of revenue during the 1984-85 school year.

District X

As noted in Table 5, in District X, unlike District A, there was not an increase in the level of expenditure for teacher compensation prior

Revenue and Teacher Compensation Data for District X: 1980-81 Through 1985-86 Table 5

Student- Teacher Ratio (9)	24.8:1	24.8:1	23.4:1	22.6:1	22.5:1	21.6:1
Percent of Increase Over Previous Year (8)		9.4%	11.3%	6.8%	%6.9%	11.3%
Average Teacher Salary (7)	\$13,323	14,579	16,227	17,325	18,526	20,614
Percent of Increase Over Previous Year (6)		16.0%	2.8%	13.0%	10.6%	8.7%
Revenue (5)	\$ 7,588,753	8,807,309	9,054,600	10,238,464	11,323,034	12,311,580
Level of Expenditure Expenditure Compensation as a Percent of Revenue (4)	50.6%	49.6%	56.8%	54.6%	54.4%	55.4%
Percent of Increase Over Previous Year (3)		13.7%	17.78	8.7%	10.0%	10.8%
Teacher Compensation (2)	\$3,842,452	4,370,473	5,143,657	5, 593, 676	6, 155, 996	6,822,118
Year (1)	80-81 \$	81-82	82-83	83-84	84-85	85-86

The data in columns 7 and 9 were compiled from <u>Profiles of Florida School Districts: Profiles</u> XI-XY (1980/1984/85) and information obtained from the Florida Department of Education, Management Information Office. Note.

to the 1982-83 school year. In 1980-81 the level of teacher compensation as a percent of revenue was 50.6%; in 1981-82 it was 49.6% of revenue. Revenue increased 16.0%, while compensation increased 13.7%. The average teacher salary increased 9.4%. The student-teacher ratio remained at about the same level.

In District X, like District A, there was a significant increase in the level of expenditure for teacher compensation for 1982-83, following the 1982 elections. The level of expenditure for teacher compensation rose 7.2% from 49.6% to 56.8% of revenue with revenue increasing 2.8% and compensation increasing 17.7%. The average teacher salary increased 11.3%. The student-teacher ratio decreased to 23.4:1.

For 1983-84 the level of expenditure for teacher compensation decreased 2.2% to 54.6% of revenue. Overall, the revenue increased 13.0%, and compensation 8.7%. The average teacher salary increased 6.8% and the student-teacher ratio decreased to 22.6:1.

Unlike District A, in 1984-85 the level of expenditure for teacher compensation as a percent of revenue remained at approximately the same level (a difference of .1%). Revenue increased 10.6%, while compensation increased 10.0%. The average teacher salary increased 6.9%. The student-teacher ratio remained at approximately the same level.

In 1985-86 the level of expenditure for teacher compensation rose slightly to 55.4% of revenue with revenue increasing 8.7% and compensation increasing 10.8%. The average teacher salary increased 11.3%, while the student-teacher ratio decreased to 21.6:1.

Between the 1980-81 school year and the 1985-86 school year revenue increased by \$4,722,827 or 62.2%. Compensation increased by \$2,979,666

or 77.5%. Over the 5-year period the level of expenditure for teacher compensation rose from 50.6% to 55.4% of revenue. The highest level of expenditure for teacher compensation was 56.8% of revenue during 1982-83.

When the data from District X were compared to those from District A, it was noted that District A had a 5.8% increase in the level of expenditure for teacher compensation between the 1980-81 and 1982-83 school years; District X had a comparable 6.2% increase during this same period. Following the election of a union-endorsed board majority in District A, the level of expenditure for teacher compensation decreased slightly for the 1983-84 school year, rose to its highest level for 1984-85 (1984 was an election year), and decreased slightly to 48.1% of revenue for the 1985-86 school year. In District X a slight decrease was observed in the level of expenditure for teacher compensation for the 1983-84 school year, following the elections; however, in contrast to District A, the level of expenditure in District X remained at approximately the same level (a decrease of .1%). For the 1985-86 school year, the level of expenditure for teacher compensation in District X increased slightly (by 1.0%). In contrast District A had a slight decrease (.5%). Over the 5-year period teacher compensation increased 82.9% in District A and 77.5% in District X. During the same period the average teacher salary increased 52.3% in District A and 54.7% in District X.

District B

As noted in Table 6, for the 1981-82 school year, preceding the 1982 elections, the level of expenditure in District B for teacher

Revenue and Teacher Compensation Data for District B: 1980-81 Through 1985-86

Table 6

Year (1)	Teacher Compensation (2)	Percent of Increase Over Previous Year (3)	Level of Expenditure for Teacher Compensation as a Percent of Revenue (4)	Revenue (5)	Percent of Increase Over Previous Year (6)	Average Teacher Salary (7)	Percent of Increase Over Previous Year (8)	Student- Teacher Ratio (9)
80-81	80-81 \$22,588,704		57.4%	\$39,352,194		\$15,051		24.7:1
81-82	25,888,169	14.6%	56.8%	45,588,660	15.8%	16,756	11.3%	24.0:1
82-83	28,803,992	11.3%	58.9%	48,877,392	7.2%	17,994	7.48	23.5:1
83-84	31,165,090	8.2%	57.0%	54,620,145	11.7%	18,940	5.3%	23.3:1
84-85	34,049,013	9.3%	56.3%	60,508,057	10.8%	20,286	7.1%	23.7:1
85-86	38,393,040	12.8%	56.0%	68,569,179	13.3%	21,573	6.3%	22.8:1

The data in columns 7 and 9 were compiled from Profiles of Florida School Districts: Profiles XI-XV (1980/81-1984/85) and information obtained from the Florida Department of Education, Management Information Office. Note.

compensation declined slightly to 56.8% of revenue with revenue increasing 15.8% and compensation increasing 14.6%. The average teacher salary increased 11.3%. The student-teacher ratio decreased slightly to 24.0:1.

As a result of bargaining during the 1982 election year, the level of expenditure for teacher compensation rose 2.1% to 58.9% of revenue for the 1982-83 school year. Revenue increased 7.2%, while compensation increased 11.3%. The average teacher salary increased 7.4% and the student-teacher ratio declined slightly to 23.5:1.

In 1983-84 the level of expenditure for teacher compensation dropped an additional 1.9%, from 58.9% to 57.0% of revenue. Revenue increased 11.7%, while compensation increased 8.2%. The average teacher salary increased 5.3%. The student-teacher ratio remained at approximately the same level.

For 1984-85, following the 1984 election year, the level of expenditure for teacher compensation declined slightly (.7%) to 56.3% of revenue with revenue increasing 10.8% and compensation increasing 9.3%. The average teacher salary increased 7.1%. The student-teacher ratio increased slightly to 23.7:1.

In 1985-86 the level of expenditure for teacher compensation decreased slightly to 56.0% of revenue with revenue increasing 13.3% and compensation increasing 12.8%. The average teacher salary increased by 6.3%. The student-teacher ratio declined to 22.8:1.

Between the 1980-81 school year and the 1985-86 school year revenue rose by \$15,804,336 or 69.9%. Compensation rose \$29,216,985 or 74.2%. Over the 5-year period the levels of expenditure for teacher salaries and fringe benefits dropped slightly from 57.4% to 56.0% of revenue.

District Y

As can be seen in Table 7, in District Y, like District B there was a decline in the level of expenditure for teacher compensation as a percent of revenue between the 1980-81 and the 1981-82 school years. The level of expenditure declined from 49.2% to 46.4%, a decrease of 2.8%. As in District B, compensation did not keep pace with the increase in revenue. Revenue rose 21.7%, while compensation rose 14.6%. The average teacher salary increased 8.9%. The student-teacher ratio declined slightly from 26.7:1 to 26.2:1.

As in District B, for 1982-83 (the year following the 1982 election) in District Y there was an increase in the level of expenditure for teacher compensation. The level of expenditure rose from 46.4% to 50.3% of revenue with revenue increasing 6.9% and compensation increasing 16.0%. The average teacher salary increased 13.0%. The student-teacher ratio declined slightly to 25.5:1.

In 1983-84 compensation did not keep pace with the revenue increase. The level of expenditure for teacher compensation declined from 50.3% to 47.8% of revenue with revenue increasing 17.2% and compensation increasing 11.2%. The average teacher salary increased 3.8% and the student-teacher ratio remained at approximately the same level.

In 1984-85, following the 1984 elections, the level of expenditure for teacher compensation rose from 47.8% to 51.2% of revenue with revenue increasing 7.7% and compensation increasing 15.4%. The average teacher salary increased 5.4%. The student-teacher ratio decreased from 25.7:1 to 24.2:1.

In 1985-86 the level of expenditure for teacher compensation rose to 53,1% of revenue. Revenue increased 10.8% and compensation increased

Revenue and Teacher Compensation Data for District Y: 1980-81 Through 1985-86

Table 7

Year (1)	Teacher Compensation (2)	Percent of Increase Over Previous Year (3)	Level of Expenditure for Teacher Compensation as a Percent of Revenue (4)	Revenue (5)	Percent of Increase Over Previous Year (6)	Average Teacher Salary (7)	Percent of Increase Over Previous Year (8)	Student- Teacher Ratio (9)
80-81	80-81 \$22,402,771		49.2%	\$45,502,680		\$13,620		26.7:1
81-82	25,682,859	14.6%	46.48	55,386,920	21.7%	14,826	8.9%	26.2:1
82-83	29,794,793	16.0%	50.3%	59,193,968	6.9%	16,764	13.0%	25.5:1
83-84	33,132,225	11.2%	47.8%	69,381,634	17.2%	17,395	3.8%	25.7:1
84-85	38,248,442	15.4%	51.2%	74,716,692	7.7%	18,334	5.4%	24.2:1
85-86	43,994,859	15.0%	53.1%	82,814,486	10.8%	20,370	11.1%	23.5:1

The data in columns 7 and 9 were compiled from Profiles of Florida School Districts: Profiles TAZW (1980/1984/85) and information obtained from the Florida Department of Education, Management Information Office. Note.

15.0%. The average teacher salary increased 11.1%, while the student-teacher ratio declined to 23.5:1.

Between the 1980-81 school year and the 1985-86 school year in District Y revenue rose by \$37,311,806 or 81.9%. Compensation rose \$21,592,088 or 96.4%. Over the 5-year period the level of expenditure for teacher salaries and fringe benefits increased from 49.2% to 53.1% of revenue.

When the District Y data are examined in relation to the District B data, it can be seen that in both districts there was a slight decline in the level of expenditure for teacher compensation in 1981-82, the year preceding school board elections. In 1982-83, following board elections in the fall of 1982, District Y had a 3.9% increase in the level of expenditure as a percent of revenue, while in District B there was a 2.1% increase. Over the next 3 years in District Y there was a decrease of 2.5% in the level of expenditure for teacher compensation as a percent of revenue for 1983-84, an increase of 3.4% during 1984-85 (following the 1984 elections), and an increase of 1.9% for 1985-86 which was 53.1% of revenue, the highest level during the period of the study. This contrasted with District B where after the 1982-83 school year (which followed the 1982 elections) the level of expenditure for compensation as a percent of revenue declined each successive year to a low of 56.0% in 1985-86. Over the 5-year period compensation increased 74.2% in District B and 81.9% in District Y. During the same period the average teacher salary increased 43.3% in District B and 49.6% in District Y.

District C

In District C the level of expenditure for teacher compensation as a percent of revenue declined slightly in 1981-82, the year preceding school board elections. As noted in Table 8, the decline was from 46.8% to 45.5% of revenue with revenue increasing by 14.4% and compensation increasing 11.3%. The average teacher salary increased 6.7% and the student-teacher ratio decreased from 29.8:1 to 28.8:1.

In 1982-83, following the 1982 elections, the level of expenditure for teacher compensation rose from 45.5% to 51.2% of revenue with revenue increasing 6.5% and compensation rising 19.8%. The average teacher salary increased 11.7%. The student-teacher ratio declined again, from 28.8:1 to 25.5:1.

The level of expenditure for teacher compensation decreased in 1983-84, from 51.2% to 48.0% of revenue with revenue increasing 13.9% and compensation increasing 6.7%. The average teacher salary increased 3.8%. The student-teacher ratio remained at approximately the same level as in 1982-83.

The level of expenditure for teacher compensation rose in 1984-85 (following the 1984 elections). The increase was from 48.0% to 49.1% of revenue. Revenue increased 9.5% and compensation increased 12.2%. The average teacher salary increased 3.5% and the student-teacher ratio declined from 25.3:1 to 23.2:1.

In 1985-86 the level of expenditure for compensation rose from 49.1% to 51.1% of revenue. This almost matched the level of expenditures for 1982-83. Revenue increased 11.0%, while compensation increased 15.5%. The average teacher salary increased 12.2%, while the student-teacher ratio declined to 22.2:1.

Table 8

Revenue and Teacher Compensation Data for District C: 1980-81 Through 1985-86

Student- Teacher Ratio (9)	29.8:1	28.8:1	25.5:1	25.3:1	23.2:1	22.2:1
Percent of Increase Over Previous Year (8)		6.7%	11.7%	3.8%	3.5%	12.2%
Average Teacher Salary (7)	\$14,333	15,289	17,083	17,738	18,366	20,605
Percent of Increase Over Previous Year (6)		14.4%	6.5%	13.9%	9.5%	11.0%
Revenue (5)	\$39,586,148	45,291,244	48,238,717	54,929,349	60,162,585	66,757,720
Level of Expenditure for Teacher Compensation as a Percent of Revenue (4)	46.8%	45.5%	51.2%	48.0%	49.1%	51.1%
Percent of Increase Over Previous Year (3)		11.3%	19.8%	6.7%	12.2%	15.5%
Teacher Compensation (2)	80-81 \$18,530,041	20,617,499	24,697,481	26,338,898	29,542,052	34,123,801
Year (1)	80-81	81-82	82-83	83-84	84-85	85-86

The data in columns 7 and 9 were compiled from Profiles of Florida School Districts: Profiles XI-XV (1980/81-1984/85) and information obtained from the Florida Department of Education, Management Information Office. Note.

Between the 1980-81 school year and the 1985-86 school year revenue in District C rose by \$27,171,572 or 68.6%; compensation rose by \$15,593,760 or 84.0%. Over the 5-year period the level of expenditure for teacher salaries and fringe benefits increased from 46.8% to 51.1% of revenue.

District Z

In District Z, as in District C, there was an increase from 1980-81 in the level of expenditure for teacher compensation during the 1981-82 school year; it rose from 49.7% to 51.5% of revenue. As noted in Table 9, revenue increased 16.1%, while compensation increased 20.4%. The average teacher salary increased 10.5% and the student-teacher ratio declined slightly from 23.9:1 to 23.2:1.

Unlike District C, for the 1982-83 school year, there was no increase in District Z in the level of expenditure for teacher compensation; the level declined from 51.5% to 50.7% of revenue.

Revenue increased 9.9%, while compensation increased 8.1%. The average teacher salary increased 8.7% and the student-teacher ratio remained constant at 23.2:1.

In 1983-84 the level of expenditure for teacher compensation declined from 50.7% to 49.0% of revenue with revenue increasing 14.3% and compensation increasing 10.6%. The average teacher salary increased 5.6% and the student-teacher ratio remained at approximately the same level.

As in District C, for the 1984-85 school year, which followed the 1984 elections, the level of expenditure for teacher compensation rose in District Z. The level increased from 49.0% to 52.0% of revenue.

Table 9

Revenue and Teacher Compensation Data for District Z: 1980-81 Through 1985-86

Student- Teacher Ratio (9)	23.9:1	23.2:1	23.2:1	23.3:1	22.2:1	21.6:1
Percent of Increase Over Previous Year (8)		10.5%	8.7%	5.6%	10.2%	7.1%
Average Teacher Salary (7)	\$13,358	14,765	16,052	16,948	18,675	19,993
Percent of Increase Over Previous Year (6)		16.1%	9.9%	14.3%	12.5%	9.8%
Revenue (5)	\$37,960,008	44,062,594	48,413,994	55,333,242	62,260,424	68,347,521
Level of Expenditure for Teacher Compensation as a Percent of Revenue (4)	49.7% \$	51.5%	50.7%	49.0%	52.0%	53.2%
Percent of Increase Over Previous Year (3)		20.4%	8.1%	10.6%	19.4%	12.2%
Teacher Compensation (2)	\$18,849,055	22,700,061	24,547,718	27,137,771	32,400,179	36,342,062
Year (1)	80-81	81-82	82-83	83-84	84-85	85-86

The data in columns 7 and 9 were compiled from Profiles of Florida School Districts: Profiles XI-XY (1980/81-1984/85) and information obtained from the Florida Department of Education, Management Information Office. Note.

Revenue increased 12.5% and compensation increased 19.4%. The average teacher salary increased 10.2% and the student-teacher ratio declined from 23.3:1 to 22.2:1.

For the 1985-86 school year the level of expenditure for teacher compensation increased to 53.2% of revenue, the highest level of expenditure during the time of the study. Revenue increased 9.8%, while compensation increased 12.2%. The average teacher salary increased 7.1%, while the student-teacher ratio declined to 21.6:1.

Between the 1980-81 school year and the 1985-86 school year, revenue in District Z rose by \$30,387,513 or 80.0%; compensation rose \$17,493,007 or 92.8%. Over the 5-year period the level of expenditure for teacher compensation increased from 49.7% to 53.2% of revenue.

When the data for District Z and District C were compared, it was noted that District C had a slight decline in the level of expenditure for compensation for the 1981-82 school year, while District Z had a slight increase. For 1982-83, following the 1982 elections, the level increased 5.7% in District C, whereas the level slightly decreased in District Z. For 1983-84 there was a decrease in the level of expenditure for teacher compensation in both districts. During 1984-85, following the 1984 elections, both districts had an increase in the level of expenditure for teacher compensation. For the 1985-86 school year there were again increases in both districts in the level of expenditure. The level in District C matched the level reached for 1982-83 and in District C the level was the highest during the period of the study. Over the 5-year period compensation increased 84.0% in District C and 80.0% in District Z. During the same period the average teacher salary increased 43.7% in District C and 49.7% in District Z.

The Expenditures for Compensation in Review

In 1981-82, the school year preceding the board elections in the fall of 1982, the level of expenditure for teacher compensation increased in Districts A and Z. The other four districts decreased the level of expenditure.

As noted earlier, the levels of expenditure in Districts A, B, and C for the 1982-83 school year were set when the teacher contracts were settled in 1982, prior to the fall board elections. Following the 1982 elections (the 1982-83 school year), there were increases in the level of expenditure for teacher compensation as a percent of revenue in five of the six districts studied. District Z was the exception. The level of expenditure in District Z did not rise until 1984-85, following the 1984 elections. Further, the size of the increases in Districts A and B were less than the size of those in their paired districts (X and Y).

In 1983-84, the first school year for which compensation was negotiated following the 1982 board elections, the level of expenditure for compensation as a percent of revenue decreased in Districts A, B, and C. In each of the paired, matching districts, X, Y, and Z, a comparable decrease occurred in the levels of expenditure for teacher compensation as a percent of revenue.

Following the 1984 elections (the 1984-85 school year), the level of expenditure for teacher compensation as a percent of revenue increased in Districts A and C. In District B a slight decrease occurred. In District A's comparable district, District X, the level of expenditure remained at approximately the same level (a decrease of .1%). In District B's comparable district, District Y, there was an increase.

This increase also occurred in District C's comparable district, District Z.

For the final school year of the study, 1985-86, in District C the 1982-83 high level of expenditure for teacher compensation as a percent of revenue was almost matched (a difference of .1%). In District Z an increase in the level of expenditure occurred. In Districts A and B the levels of expenditure declined slightly. However, in each of their two paired districts (X and Y), the levels increased.

Over the 5-year period the percentage of increase for teacher compensation in Districts A and C were higher than the increases in the matching Districts X and Z. The percentage of increase in District Y was higher than the increase in District B. The percentage of increase in average teacher salary was higher in the matching Districts X, Y, and Z than in Districts A, B, and C.

Perceptions of Negotiators in Districts with Union-Endorsed School Board Majorities About Changes in Contract Language and Teacher Compensation

As previously noted, there were changes in contract language and expenditures for teacher compensation in the three districts (A, B, and C) in which a union-endorsed majority had been elected in 1982. As part of the procedures followed to answer the fifth question, the school board and union negotiators, at the time of the next fully negotiated contract, were interviewed. The interviews were conducted using Interview Guide A (Appendix A), which was designed to elicit perceptions in six areas relative to changed contract clauses and changes in expenditures for teacher compensation. First, negotiators were asked if

changes were for some reason other than a change in the balance of power. Second, negotiators were asked if the changes increased the control exercised by the school board or the teacher union. Third, the negotiators were asked to give evidence or incidents to support their view that there was or was not a change in the balance of power as a result of contract changes. Fourth, negotiators were asked if the effect of a specific change in the balance of power was offset by considerations and concessions made in other areas of the contract. Fifth, the negotiators were asked to give reasons for the increases in the levels of expenditures for teacher compensation between the 1980-81 and 1982-83 school years. Sixth, negotiators were asked reasons for the changes in the levels of expenditures between the 1980-81 and 1985-86 school years.

School board negotiators were defined as school board negotiating team members who had served on the team that had negotiated each of the relevant contracts and subsequently signed each of the contracts. The school board negotiator interviewed in two of the districts was the chief negotiator, and in the third, the negotiator interviewed was the school board attorney. The union negotiators were defined in the same manner. In two of the districts, the person interviewed was the union president, and in the third district, the interviewee was the executive director of the teacher union. Contained in the subsections that follow are the responses to Interview Guide A grouped by district.

District A

When asked if changes were made for reasons other than to change the balance of power, the school board negotiator in District A responded the reasons for the four changes in language were to clarify existing relationships. The union negotiator stated that two of the four changes, a change in the composition and procedures for the calendar committee and language giving preferential treatment to current employees seeking a transfer, were made to change the balance of power. The union negotiator also stated that the RIF clause was added because the union's state affiliate had informed the local union that it was needed. This negotiator also stated that changes in the termination article were partially related to changing balance of power. She noted that teachers wanted to have more of a "voice" in the system which was not working and the change was for that reason.

When questioned as to whether the changes in contract language increased the control of the school board or teacher union, the school board negotiator responded that the change in calendar committee language had no effect, the addition of the RIF provision increased the control exercised by the school board, and the language which teachers who sought a voluntary transfer to an open position were to be given preferential treatment and the change in the termination procedure increased the control exercised by the union. The union negotiator responded that the changes in transfer language and termination language were an attempt to increase the control exercised by the union, but in practice had no effect. She stated that the changes in calendar language and the inclusion of a RIF provision increased the control exercised by the union.

When asked to give evidence or incidents to support his view about a change in language affecting the balance of power, the school board negotiator offered no evidence or incidents to support his opinions.

The union negotiator stated that the change in calendar language allowed classified employees to serve on the committee and before the change the committee had been a "rubber stamp."

When the board negotiator was asked if the power balance shifts brought on by specific changes were off-set by other considerations, he stated, "Yes, plus the fact that the change reflected what was mostly being done already." The union negotiator responded, "No."

When questioned about increases in the levels of expenditure for teacher compensation between the 1980-81 and the 1982-83 school years, the board negotiator replied that the reason for the increase was primarily to remain competitive with the other districts and to be fair to employees, while balancing the other needs in the school system. The union negotiator also stated that the reason was to stay competitive.

As noted earlier, in District A there was a 5.7% increase in the level of expenditure for teacher compensation as a percent of revenue over the period studied; when queried about this the board negotiator stated, "I believe it was mostly due to increases in the cost of health insurance. This is an item where the actual cost of coverage in terms of dollars is negotiated. We do not have a blanket provision that states, 'health insurance will be provided.' In addition, a new cafeteria plan from PESCO has been added." The union negotiator said that the increase could be attributed to three things. First, the perception of a shift in power as evidenced by the school board elections; second, there was an effort at the state level to bring teacher salaries into the upper quartile; and third, the district was in competition with a neighboring district where leaders had dramatically increased teacher salaries.

District B

When asked if changes were made for reasons other than to change the balance of power, the school board negotiator in District B responded that new language which allowed the union to be included on the school center faculty meeting agenda and a new clause which gave leave to bargaining team members to attend negotiation sessions were added in order to clarify existing relationships. This negotiator stated that a clause which allowed union members to attend inservice programs at the union's state convention "was a benefit given for union harmony; it benefited both sides." The reasons she gave for a change in language which expanded the RIF provision were the anticipation of a future need and the clarification of relationships. Regarding the change in language which allowed union representation at a conference for the purpose of discussing the issuing of a formal written reprimand, rather representation just being allowed at a conference to discuss dismissal she noted "Each side gave up something and gained something valuable to them at the time this was agreed to." The reason she gave for a new section which provided a teacher the right to see his or her personnel file, the right to duplicate the contents of the file, the right to be provided any derogatory material prior to its inclusion in the file, and the right to make a written addendum to any statement placed in the file was that there was a need for "clarification of existing relationships." The same reason was given for the change in language creating a committee of teachers and administrators to study the evaluation system and recommend improvements. In regard to the new section dealing with salary and working conditions to accommodate the change to a 7-period day, "clarification of existing relationships" was again cited.

The union negotiator noted that the change granting the union the right to be included on school center faculty meeting agendas was as a result of the movement on the state level to pass a constitutional amendment to limit taxes. This negotiator further stated, "This was the first time the union was allowed on an agenda." The reason given for the change in language providing leave for bargaining team members was that it was needed because the union and board seemed to go to mediation every year. Regarding the language which allowed union members to attend inservice sessions at the union's state level convention, she noted that the change occurred during mediation and that it was really a "tradeoff." The reason given for the amended RIF provision was it was a cooperative effort to define the procedure. Relative to the change in language which gave teachers the right to union representation at a conference to discuss a formal written reprimand, she stated that many of the teachers needed it and prior to this time teachers went alone to such conferences. To conform to state law was the reason given for the new language providing teachers the right to see and add to their personnel files. She believed the new language which created an evaluation committee was to try to shift power. Further, she stated that once in place, teachers were equally represented, whereas, in previous years there was only a token teacher member. Her perception about the change in language to accommodate the 7-period day was that it meant a definite shift in power. The union negotiator further stated, "Every word and every comma was settled during mediation."

When questioned as to whether the changes in contract language increased the control of the school board or teacher union, the school board negotiator offered the opinion that the changes dealing with (a) the inclusion of union representatives on school faculty meeting agendas, (b) leave for bargaining team members, (c) inservice provisions for union members at their state convention, (d) an amended RIF provision, (e) language allowing a teacher to see and add addenda to their personnel file, and (f) the article dealing with new salary and working conditions for the 7-period day had no affect on the control exercised by the board or union. This negotiator also stated that the changes which dealt with a teacher's right to union representation at a conference to discuss the issuing of a formal written reprimand and the creation of a committee to recommend improvements to the evaluation system increased control of both the union and the board. The union negotiator responded that all of the aforementioned changes increased the control exercised by the union.

When asked to give evidence or incidents to support her view about a change in language affecting the balance of power, the school board negotiator did not answer the question, but instead stated the following:

I do not share your view that collective bargaining is a two dimensional process, with each side gaining or losing with each change. It is much more complex than this. There are competing interests on each side as well as across the table. "Deals" can be made that cost one side nothing, but benefit the other greatly. Sometimes the board wants to control its own side with language beneficial to the union. For these reasons, I don't believe the collective bargaining process can be analyzed as you are attempting to do.

The union negotiator's response was in many instances that if there were a problem, the administration called the union first. The administration viewed the union as able to solve problems.

When the board negotiator was asked if the power balance shifts brought on by specific changes were off-set by other considerations, she

did not respond. The union negotiator stated that the 7-period day language was a tradeoff for teachers teaching five of seven periods instead of six of seven periods.

When questioned about increases in the levels of expenditure for teacher compensation between the 1980-81 and the 1982-83 school years, the board negotiator responded there was not a change in the balance of power. The union negotiator stated there was a shift in tactics.

The union was able to be stronger at the table "because it was able to read budgets." This negotiator stated there was a shift in political action and the union actively worked for board candidates. The negotiator further stated the change was to be competitive.

As noted earlier in District B there was an increase in the level of expenditure as a percent of revenue and then a steady decline. The level of expenditure declined 1.4% over the period of the study. The board negotiator, when asked about this, responded that "The percentage appears fairly constant to me, 3%." The union negotiator stated the reason for the expenditure change was rapid growth in the district and the 7-period day was not completely funded by the state.

District C

When asked if changes were made for reasons other than to change the balance of power, the board negotiator responded that the change in language allowing dues deductions along with uniform membership assessments was to conform to state law. This negotiator stated that language allowing job sharing by teachers was to allow the employment of the teachers needed; that is, teachers who did not want to work full-time could be employed. He said that the changes in language dealing with the rescheduling of school days missed because of a school closing

and the section dealing with teacher-parent conferences were made to change the balance of power. The board negotiator also stated that language which gave a teacher the right to notification in the event of an initial complaint against him or her or a fact-finding conference to see if the charges warranted further action was made to change the balance of power. The union negotiator gave his opinion that the union dues deduction language was changed as a result of a maturing of the relationship between the union and the school board. He stated that language which granted teachers the right to job sharing was beneficial to both management and the union. The union negotiator agreed with the board negotiator that the remaining changes were made to change the balance of power.

In regard to changes that may have increased the control of the board or union, the board negotiator said that the change in the dues deduction clause had no effect. The other changes were cited as increasing the control exercised by the union. The union negotiator responded that the changes which allowed job sharing and language which gave a teacher the right to notification of an initial complaint or fact-finding conference to see if a complaint warranted further action had no effect. The negotiator responded that the other changes increased the control exercised by the union.

When asked to give evidence or incidents to support his view about a change in language affecting the balance of power, the board negotiator responded that "The board had power; the board gave it away." The union negotiator responded to the question with a one-word answer, "Yes."

When the board negotiator was asked if the power balance shifts brought on by specific changes were off-set by other considerations, the

board negotiator responded that the changes "were simply given away" because he knew the school board would not persist and declare an impasse. The union negotiator said the concessions were usually associated with the acceptance of a less than adequate salary increase.

When questioned about increases in the levels of expenditure for teacher compensation between the 1980-81 and the 1982-83 school years, the board negotiator responded that "The union got what it wanted."

This negotiator did point out that the level of expenditures declined in 1981-82, the year before the board elections. The union negotiator responded the elections in the fall of 1982 and the community support for increased teacher salaries resulted in the increase.

As noted earlier, in District C there was a 4.3% increase in the levels of expenditure for teacher compensation as a percent of revenue over the period of the study. The board negotiator said the reason for the increase was "the political power of the union in influencing members of the school board. A majority of the board was elected with considerable help from the union. The union called in its chips at each year of bargaining."

The union negotiator gave his opinion that the increase was because the union had three votes on the board. This negotiator also stated there was the need to get a competitive salary for the beginning teachers.

Perceptions of Superintendents, School Board Chairpersons, and Union Presidents in Districts with Union-Endorsed School Board Majorities About Shifts in the Balance of Power

To answer the sixth question, the superintendents, school board chairpersons, and union presidents at the time of the negotiation of the

next fully negotiated contract after the election of a union-endorsed school board majority in Districts A, B, and C were interviewed. The interviews were conducted using Interview Guide B (Appendix B) which was designed to elicit information in four areas relative to a possible change in the balance of power among the superintendents, school boards, and teacher unions. First, each was asked what change the union hoped to accomplish through the political process, and if, in his or her opinion, that change had come about. Second, each was asked if there had been a shift in the balance of power among the superintendent, school board, and union. Third, each was asked the direction of the shift. Fourth, each was asked to cite evidence or incidents to support their view. Contained in the subsections that follow are the responses grouped by district.

District A

The superintendent in District A, when questioned about what change the union hoped to achieve, responded that the union hoped to eliminate an outside board negotiator and, as a result, achieve more at the bargaining table. The superintendent also stated that the union wanted a school board that would function more as a policy board rather than becoming involved in administrative activities. The superintendent stated that the outside board negotiator was not eliminated but the board now was much more dedicated; "They make policy and stay out of administration."

The board chairperson said that the union hoped to gain a school board that would be more pro-teacher and improve the strained relationships that existed at the time between some board members and the union. The board chairperson stated that the union had accomplished this; "However, some active union members are never satisfied and regardless of positive effort, little progress can be achieved." The union president responded the union wanted teachers and teacher salaries to become priority items in the budget. The union president stated that this goal had been accomplished.

When asked about whether there had been a shift in the balance of power since the 1982 elections, all parties interviewed responded that there had been a shift in the balance of power. The superintendent believed power had shifted toward the superintendent. The board chairperson stated that power had shifted toward the board and superintendent. The union president expressed the opinion that power had shifted toward the union.

When asked about evidence or incidents to support his opinions, the superintendent stated, "There is a general trend of the board to stay out of administration. There are very few grievances. Prior to 1982 the board replaced superintendents right and left."

The board chairperson noted that

since 1982 contract negotiations have taken one day or less. The union feels they can trust the board and superintendent. There is a positive spirit in the school system. The school board has won all grievances that they have heard. Moderate union leaders had been elected, who are generally cooperative. Union membership has decreased since 1982.

The union president stated that the salary schedule showed a significant increase. She also said that one grievance had been won by the union.

District B

The superintendent in District B, when questioned about change the union hoped to achieve, responded the union attempted to gain more control over policy making. He stated this change had come about; however, he did not see it as negative. The school board chairperson stated that the union wanted a quality board. The chairperson believed this had been accomplished. The union president said the union wanted a more positive relationship with the school board. He also stated that this had been accomplished.

In regard to the question about a change in the balance of power since the 1982 elections, the superintendent stated there had not been a shift in the balance of power. The board chairperson agreed there had not been a shift in power and added the system was more democratic. The union president said, "Yes, there has been a shift, not a huge shift, but a shift." She gave her opinion that the shift in power had been in the direction of the school board.

When asked about evidences or incidents to support his opinion, the superintendent stated, "No! I believe the board and I give consideration to the union point of view, more so than 10 years ago, but I do not believe there has been a shift of power. More awareness, yes! Controls, no!"

The board chairperson stated simply, "good working board." The union president stated,

for the first time a grievance was won, with the school board against the superintendent. There is a lot more questioning by the board of the superintendent. There is a contract evaluation for the superintendent now in place. There is evidence of both a positive relationship and movement toward the board. If there is a problem, the administration will call the union for help.

The superintendent in District C, when questioned about change the

District C

union hoped to achieve, responded that the union wanted control of the district. The superintendent stated that he believed this goal had not been accomplished. The board chairperson said the union wanted "more positive board response to union demands at the negotiation table and more direct access to board members (individually and collectively) on matters of union concern." The board chairperson responded,
"Definitely," to the query as to whether the change the union sought had been accomplished.

The union president stated, "The union felt it had been unsuccessful at the bargaining table. After 3 years of going to impasse and the recommendations of a special master in favor of the union being turned down, the union felt that a change in the board would cause a change for the union in contract negotiations." She also stated that the school board had become a "rubber stamp" for the administration and since 1982 the board had become "a more cooperative and listening kind of board." Further, she noted the attitude at the bargaining table was more responsive, the board was more independent from management, and the board members were more independent in their thinking.

The superintendent responded to the question about a shift in the balance of power since 1982 by saying, "No, not really." The board chairperson and union president both said that there had been a shift in the balance of power. The board chairperson and union president both believe that power had shifted toward the union. The union president also stated that it was not a "whatever we want, we get" situation.

She further noted that the community was more concerned and, at present, power was shifting again in the direction of the superintendent.

When asked about evidence or incidents in support of his view that there had not been a shift in the balance of power, the superintendent responded that the "union, board, and administration usually see things the same way. A recent change in union leadership may produce conflict, however."

The board chairperson in support of his view of a shift in power toward the union noted that all board members met individually with the union two times each year to hear concerns. He stated that in 1983 a contract was reopened in the absence of a reopening provision, and in 1988 the majority of the board sought to reach a contract agreement with the union. He further stated that the board went considerably beyond the superintendent's recommendations in this settlement.

The union president mentioned three things in support of her view. She noted that the union got a positive response from the board, the negotiator was changed, and, "even though the board negotiator was still a hard, tough bargainer, the board had told the negotiator to be less stringent."

The Findings in Review

A total of 12 major changes were found in the selected clauses contained in the contracts negotiated in Districts A, B, and C after the election of union-endorsed school board majorities; 11 were perceived by the investigator as favoring the union groups. In the areas of association rights and teacher rights each of the three districts had contract changes; all changes favored the union. In the area of

reduction-in-force there were contract changes in two of the three districts and these changes favored the unions. There were changes regarding teacher dismissal in two of the districts and these favored the unions. Also, in the area of extra-duty assignments there were contract changes in two districts; in one district the change favored the school board and in the other the change favored the teacher union.

In the paired, comparable districts where union-endorsed school board majorities did not exist, there were only four changes in the selected clauses. Of these, three were perceived by the investigator to favor the boards. One favored the union.

Reallocations of revenue for teacher compensation did occur. There was a decrease in the levels of expenditure for teacher compensation as a percent of revenue for 1983-84 in the three school districts with union-endorsed school board majorities. When the six districts studied were considered, it was found that five had significant increases in the expenditure levels for teacher compensation over the period studied and there was a union-endorsed board majority in the district where there was no such increase.

In regard to the perceptions of board and union negotiators in Districts A, B, and C about changes in contract language and the reallocation of revenue, one of the negotiators disagreed with the premise that power shifted with changes in contract language and expressed the opinion that power shifted to both the board and union. The other two board negotiators stated that of the 8 contract changes in their districts, 2 had no effect, one shifted power toward the board, and 5 shifted power toward the union. The union negotiators reported

that of the 16 changes cited (some of the selected clauses had more than one change), 12 were toward the union and 4 had no effect.

Relative to the negotiators' perceptions about the reallocations of revenues for teacher compensation, of the six negotiators interviewed, only one board negotiator perceived the changes in the levels of expenditure for teacher compensation in his district as being a result of the election of a union-endorsed board majority. Two union negotiators also partially attributed changes in the expenditure levels to the election of union-endorsed board majorities, but they also gave other reasons for the changes. One board negotiator disagreed with the premise that expenditure changes resulted in a shift in the balance of power and offered no reason for the observed trends. Another board negotiator stated that the reason was to remain competitive. Also, the third union negotiator stated the expenditure changes were made to be competitive.

Superintendents, board chairpersons, and union presidents differed in their perceptions of possible shifts in the balance of power. Two of the three superintendents and one board chairperson perceived no shifts in the balance of power. The third superintendent perceived a shift in power in the direction of the superintendent. The remaining board chairpersons and all three union presidents stated that power shifts had occurred. One board chairperson perceived shifts in the direction of the board and superintendent; the other perceived shifts in power toward the union. Two of the union presidents perceived shifts in power toward the union. The remaining union president perceived a slight shift toward the board. It must be noted that the union president in the district where an overall decline in the level of expenditure for

teacher compensation had occurred perceived a slight shift toward the board.

All three superintendents, one board chairperson, and two union presidents perceived that the unions tried to gain more power in the negotiating process as a result of their efforts in the elections of union-endorsed school board majorities. One board chairperson said the union was interested in getting a quality school board. The other expressed the opinion that the union wanted a board which was more pro-teacher. The remaining union president stated that the union wanted a more positive relationship with the school board.

CHAPTER V CONCLUSIONS AND IMPLICATIONS

To guide the study the following questions were posed:

- 1. What changes, if any, occurred in the balance of power among school boards, appointed superintendents, and teachers' unions, as reflected in the comparison of selected clauses of complete teachers' contracts negotiated prior to and after the election of a union-endorsed school board majority?
- How did the changes in contract language, if any, compare with the language contained in contracts for comparable years in like school districts without union-endorsed school board majorities?
- 3. What changes, if any, occurred in the internal allocation of district revenue related to teacher compensation after the election of a union-endorsed school board majority, as compared to the allocation of these same revenues prior to the election?
- 4. How did the changes in the internal allocation of district revenues, if any, compare with the allocation of district revenues during comparable years in like school districts without union-endorsed school board majorities?
- 5. What were the perceptions of the school board negotiator and the union negotiator in the districts with union-endorsed school board majorities regarding the changes, if any, in (a) contract language and (b) allocation of revenue?

6. What changes, if any, occurred in the power relationships as perceived by the board chairperson, superintendent, and union president as a result of the election of a union-endorsed school board majority?

The study was justified by the need for information about the impact the election of union-endorsed school board majority had on the balance of power (i.e., the ability of one party to make another party move toward a position on an issue and to accept an agreement proposed by the party seeking the movement). Knowledge of this impact would allow school administrators and board members to understand more about any possible shifting of the balance of power and the resulting implications for the setting of educational policy. Thus they would be in a better position to make decisions on teacher demands in the political arena and at the bargaining table.

The study was confined to three Florida school districts with a union-endorsed school board majority and three paired, comparable districts without a union-endorsed board majority. More specifically, in regard to the three districts with a union-endorsed board majority (a) there had been the election of a union-endorsed school board majority since 1980, (b) this change was from a union-endorsed minority status, (c) an appointed superintendent of schools served as the chief executive of the district, and (d) the school board negotiator and the union negotiator each had been a member of the negotiating teams for the period covered by the investigation and had signed both the contract negotiated prior to the change in status and the next fully negotiated contract. The three comparable districts were chosen on the basis of size, district cost differential, tax value of one mill, and geographic location.

To provide data necessary to answer the six questions posed, the following procedures were followed:

- Collectively bargained contracts between the school boards and teacher unions existing after the change in status of the school board were compared to contracts in existence in those districts prior to the change.
- The costs of teachers' salaries and fringe benefits as a percentage of revenue available for compensation prior to and after the change in status were studied.
- Changes, if any, in language or compensation were then compared to those existing during the period of the study in paired, comparable school districts.
- 4. Where any significant change appeared to have occurred, the school board and union negotiators, in the districts with a union-endorsed school board majority, were interviewed to determine their perceptions of the changes.
- 5. The board chairpersons, superintendents, and union presidents in the districts with a union-endorsed school board majority were interviewed as to their perceptions, if any, of shifts in the power relationships.

Conclusions

Based on the data collected and analyzed the following conclusions appear warranted:

 Changes in the balance of power occurred in the direction of the unions, as reflected in comparisons of selected clauses in contracts negotiated prior to and after the election of union-endorsed school board majorities and as reflected in comparison with contracts for comparable years in like school districts where a union-endorsed board did not exist.

This conclusion appears justified by changes found in the contracts which were negotiated after the election of union-endorsed school board majorities in the three selected school districts. Of the 12 major changes found, 11 were perceived by the investigator as favoring the union groups. The remaining change favored the board.

This conclusion seems further justified by the comparisons of the contract changes with changes in the paired, comparable school districts without union-endorsed majorities. In brief, the union gains in the districts with union-endorsed board majorities were considerable and greater than those made by the unions in the paired, comparable districts. In fact, in these comparable districts the power shifts were generally in the direction of the school board. Furthermore, the notion of power shifts being reflected in contract language changes was consistent with previous research in Florida school districts by Hayes (1980).

Reallocations of revenue for compensation occurred; however, the reallocation trends did not appear to be a direct result of the election of a union-endorsed board.

This conclusion appears justified by the decrease in the levels of expenditure for teacher compensation as a percent of revenue for 1983-84 in the three school districts with union-endorsed school board majorities. Of the six districts studied, five had significant increases in the expenditure levels for teacher compensation over the period studied and there was a union-endorsed board majority in the

district where no increase occurred. In other words, how the available revenues were allocated appeared to be a function of factors other than the presence of union-endorsed school board majorities.

3. The board and union negotiators differed in their perceptions about the direction of the power shifts in the school districts as a result of contract changes following the election of a union-endorsed school board majority, with the union negotiators tending to perceive shifts favoring the unions. Further, both board and union negotiators tended to perceive that the reallocations of revenue for teacher compensation were not reflective of a change in the balance of power.

This conclusion appears justified by the responses of the board and union negotiators. Of the three board negotiators interviewed, one disagreed with the premise that power shifted with changes in contract language and expressed the opinion power shifted to both the board and union. The remaining board negotiators stated that of the 8 contract changes in their districts, 2 had no effect, one shifted power toward the board, and 5 shifted power toward the union. The union negotiators reported that of the 16 changes cited (some of the selected clauses had more than one change), 12 were toward the union and the remaining 4 had no effect.

Relative to the negotiators' perceptions about the reallocations of revenues for teacher compensation, one board negotiator perceived the changes as being a result of the election of a union-endorsed board majority. Two union negotiators partially attributed changes in the expenditure levels to the election, but also gave other reasons for the changes. One board negotiator offered no reason for the observed

changes. The remaining board negotiator and union negotiator stated the expenditure changes were made to be competitive.

4. Most of the superintendents did not perceive shifts had occurred in the balance of power; however, the board chairpersons and union presidents did perceive shifts had occurred, but differed as to the direction the power had shifted.

This conclusion is based on the perceptions of the superintendents, board chairpersons, and union presidents. Two of three superintendents and one board chairperson did not perceive shifts in the balance of power. The remaining six interviewees did. The remaining superintendent stated that power shifted toward the superintendent. One board chairperson perceived shifts in the direction of the board and superintendent; the other perceived power shifts toward the union. Of the union presidents, two perceived shifts in power toward the union and the other perceived a slight shift had occurred in the direction of the board.

Although not central to the six questions asked, one other conclusion appears germaine. Specifically, as seen by the participants, the unions hoped to make gains during the negotiating process as a result of the election of a union-endorsed school board majority.

This conclusion is also based on the perceptions of the superintendents, board chairpersons, and union presidents. All three superintendents, one board chairperson, and two union presidents perceived that the unions tried to gain more power in the negotiating process as a result of their efforts in the elections of union-endorsed school board majorities. One board chairperson said the union was interested in getting a quality school board. The other expressed the

opinion that the union wanted a board which was more pro-teacher. The remaining union president stated that the union wanted a more positive relationship with the school board.

The conclusion is also consistent with the study by Rankin and Wheeler (1977) in which they found board members in California school districts to perceive the major motivation for union support of board candidates was to gain control of the board. Others, including Berube (1988) and Kerchner and Mitchell (1988) have voiced the opinion that both the NEA and AFT endorse local candidates in hope of exerting influence.

Implications

There are two major implications for the findings and conclusions which had an application for superintendents, school board members, and board negotiators. First, in the opinion of the researcher, some school board negotiators do not fully understand the impact of changes in contract language in terms of overall power relationships. For example, one of the board negotiators characterized the addition of a reduction-in-force provision (RIF), which set the school district standards and procedures for termination of personnel when there were declining enrollments or financial difficulties and provided the potential for grievance and arbitration proceedings, as increasing the school board's power. Another negotiator stated that the amending of an existing RIF to include language which increased the restrictions on administrators was due to the anticipation of a future need and that it had no effect on the power balance. Finally, a board negotiator expressed the view that new language which gave union members the right to use inservice

days and funds to attend programs at the union's state convention "was a benefit given for union harmony." Failure to recognize shifts in power resulting from contract clause changes does not negate the effect that such shifts have upon the administration of a school district.

The second major implication of the study for local school district leaders is related to school board members. Specifically, some board members do not appear to comprehend the reasons for which teacher unions endorse them and support their candidacy for the school board. They seem to be oblivious to the need of unions to have access to influential persons and the importance of this for the negotiating process. One statement which supports this opinion was made by a board chairperson who stated the union supported him because "the union wanted a quality board."

Newly elected school board members not only need training in collective bargaining as a process, but also a review and understanding of union political training manuals and publications. This hopefully would give them an insight into how union leaders view the political process and what goals these leaders hope to achieve through it.

It is important that superintendents, school board members, and school board negotiators be ever mindful that a primary goal in collective bargaining is for the employee group to expand its influence and gain more control over the decision-making process at the school, district, and state levels. Any time a provision is written into a collectively bargained contract it limits one side or the other.

Further, it may become the basis for a grievance by the union.

In making practical applications of the findings and conclusions of the present study, there are four major cautions to be observed. First, contract language and financial data were only applicable for the districts studied during a given time period. Second, the perceptions and views of the individuals interviewed were subject to the passage of time. Third, the number of interviews in each district was limited and sampling a broader array of participants may have resulted in greater difference in views. Fourth, in each of the districts with a union-endorsed school board majority as a result of the 1982 elections, the majority was still in place at the time the interviews occurred; it is conceivable that had the majority not continued, the perceptions about power balances may have been different.

As far as implications for future research, the following suggestions are offered. First, there is a need for the further study of the relationships between political activity prior to elections and contract language and financial allocation changes during and following that election. Second, there is a need to investigate the impact on power balances of the election of both a union-endorsed superintendent and school board in those districts where the superintendent is popularly elected. Finally, it is suggested that a study be made to see what influence union political activity has on legislative changes which then impact on the collective bargaining process in local school districts.

APPENDIX A INTERVIEW GUIDE A

The attached clauses have changes in language or content. It appears that there may be a change in the balance of power* between the school board and the teacher union in your district as a result of these changes.

1.	Was the change made for some reason other than changing the balance of power, for example: the clarification of existing relationships, changes in Florida Statutes, Federal Regulations, State Board of Education Rules, court decisions, or local arbitration awards?
	Change 1.
	Change 2.
	Change 3.
	Change 4.
2.	In your opinion, did the specific change increase the control exercised by the school board or increase the control of the teacher union?
	Change 1.
	a. Increased the control exercised by the board.b. Increased the control exercised by the union.c. No effect.
	Change 2.

- a. Increased the control exercised by the board.
- b. Increased the control exercised by the union.
- c. No effect.

*For the purpose of this study, balance of power is defined as the ability of one party to influence another party to move toward a position on an issue and to accept an agreement proposed by the party seeking the movement.

Change 3.

- a. Increased the control exercised by the board.
- b. Increased the control exercised by the union.
- c. No effect.

Change 4.

- a. Increased the control exercised by the board.
- b. Increased the control exercised by the union.
- c. No effect.
- Can you cite evidence or incidents to support your view that there was/was not a change in the balance of power as a result of the change in contract clauses?
- 4. Was the effect of a specific change in the balance of power offset by the considerations and concessions made in other areas of the contract?

The attached table reflects the general fund salaries and fringe benefits paid in your district over a 5-year period. It also reflects teachers' salaries and fringe benefits as a percent of general fund revenue over the same 5-year period.

- 5. Salary and fringes as a percent of revenue increased between the 1980-81 and 1982-83 school years. Is the increase reflective of a change in the balance of power or was the increase made for some other reason, for example, to remain competitive with other districts, a state mandate for increased salaries, or local reasons?
- Over the 5-year period there was a definite change in the percentage of revenue paid as salary and fringes. To what do you attribute this change?

APPENDIX B INTERVIEW GUIDE B

- 1. In 1982 a union-endorsed school board majority was achieved in your district.
 - a. In your opinion, what significant change did the union hope to accomplish through the political process?
 - b. In your opinion, has this change come about?
- Has there been a shift in the balance of power* among the superintendents, school board, and teachers' union, since the 1982 election?
 - a. Yes
 - b. No
- 3. If so, in which direction has power shifted?
 - a. Toward the board
 - b. Toward the union
 - c. Toward the superintendent
- 4. Can you cite evidence or incidents to support your view that there was/was not a change in the balance of power? The evidence might be in the form of: memoranda, superintendent's directives, changes in school board policy, school board actions, grievances won, or other documented incidents.

*For the purpose of this study, the balance of power is defined as the ability of one party to influence another party to move toward a position on an issue and to accept an agreement proposed by the party seeking the movement.

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BIOGRAPHICAL SKETCH

William E. Lovely was born in Gainesville, Florida, to William T. and Stella Hayes Lovely. He is married to Rebecca Youngstrom Lovely and they have two children, Emily Esther and Craig Austin.

He graduated from Gainesville High School. He earned his Bachelor of Arts degree from the University of South Florida. While there he was inducted into Kappa Delta Pi. He accepted a position at Cedar Key High School as the language arts instructor in 1974. At his principal's request he became a union building representative. Upon completion of his Masters of Education degree in 1977, he was elected and served successively as vice president and president of the Levy County Education Association. He also served as chairman of the Coordinating Council of the United Teachers of North Florida and on the Board of Directors of the Alliance of North Florida Educational Employees, He was on the Levy County Education Association's bargaining team from 1977 to 1987. In this capacity, he appeared before special masters and the school board at impasse hearings. He performed budget analysis and wrote union contract proposals. In 1984 he became the guidance counselor for the Bronson schools. In 1987 he accepted the position of assistant principal at Williston High School. He belongs to the Florida Association of School Administrators and the National Association of Secondary School Principals.

I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Education.

Michael Y. Nunnery, Chairman Professor of Educational Leadership

I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Education.

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Associate Professor of Educational Leadership

I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the before of Doctor of Education.

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This dissertation was submitted to the Graduate Faculty of the College of Education and to the Graduate School and was accepted as partial fulfillment of the requirements for the degree of Doctor of Education.

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